

# A Property for Your Consideration . . .

**Presented by:** Mike Caldwell  
Coventry Glen Realty  
[mike.caldwell@coventryglenrealty.net](mailto:mike.caldwell@coventryglenrealty.net)  
Phone: 979-846-2894  
Fax: 979-846-4652

COLLEGE STATION

5935 RAYMOND STOTZER PKWY

\$ 130,000

Ref #: 57853 Status: *Active*

Subdiv/Legal:

Oak Hills Subdivision Lot 14

# Acres: 3.750

Zoning: Other

Restrict: Yes

Type: Rural Subd. Lots

MobHm Allow: No

Land Desc: Mostly Wooded

Road Frontage: 250 Feet

Road Fronts: State or County

Road Surface: Hardtop

250 ft Road Frontage. Cannot be commercial; Homes only.

Living Quarters:

None

Out Buildings:

Shed

Utilities:

Electric on Site, Telephone on Site, Electric In Area, City Sewer, Aerobic Septic on Site

Fencing:

Barbed Wire, Perimeter Fenced

Soil Type:

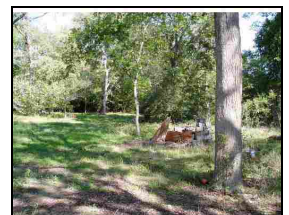
Potable Water:

City/Rural Meter on Site, City/Rural Line In Area

Surface Water:

Stock Tank(S), Creek

Directions: Raymond Stotzer Pkwy





No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	7	VACANT <5 ACRES	3.7500	163350.00	0.00	0.00	\$40,420	\$0

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2009		N/A	N/A	N/A	N/A	N/A
2008		\$0	\$40,420	0	40,420	\$0 \$40,420
2007		\$0	\$36,810	0	36,810	\$0 \$36,810
2006		\$0	\$32,380	0	32,380	\$0 \$32,380
2005		\$0	\$32,380	0	32,380	\$0 \$32,380
2004		\$0	\$22,380	0	22,380	\$0 \$22,380
2003		\$0	\$18,650	0	18,650	\$0 \$18,650
2002		\$0	\$18,650	0	18,650	\$0 \$18,650

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page
1	8/27/1997 12:00:00 AM	Conv	CONVERSION	RUCH SYLVIA	JONES SYLVIA RU		
2	4/21/1977 12:00:00 AM	Conv	CONVERSION	Unknown	RUCH SYLVIA	374	344

**Tax Due**

Property Tax Information as of 09/25/2009

Amount Due if Paid on:  -

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2008	EMG SVCS DIST #4	\$40,420	\$11.59	\$11.59	\$0.00		\$0.00	\$0.00
2008	BRAZOS COUNTY	\$40,420	\$194.01	\$194.01	\$0.00		\$0.00	\$0.00
2008	BRYAN ISD	\$40,420	\$521.42	\$521.42	\$0.00		\$0.00	\$0.00
	<b>2008 TOTAL:</b>		<b>\$727.02</b>	<b>\$727.02</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
2008	Z REFUND ENTITY	\$0	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
2007	EMG SVCS DIST #4	\$40,420	\$10.38	\$10.38	\$0.00		\$0.00	\$0.00
2007	BRAZOS COUNTY	\$40,420	\$171.16	\$171.16	\$0.00		\$0.00	\$0.00
2007	BRYAN ISD	\$40,420	\$474.84	\$474.84	\$0.00		\$0.00	\$0.00
	<b>2007 TOTAL:</b>		<b>\$656.38</b>	<b>\$656.38</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
2006	EMG SVCS DIST #4	\$40,420	\$9.03	\$9.03	\$0.00		\$0.00	\$0.00
2006	BRAZOS COUNTY	\$40,420	\$147.33	\$147.33	\$0.00		\$0.00	\$0.00
2006	BRYAN ISD	\$40,420	\$527.80	\$527.80	\$0.00		\$0.00	\$0.00
	<b>2006 TOTAL:</b>		<b>\$684.16</b>	<b>\$684.16</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
2005	EMG SVCS DIST #4	\$40,420	\$9.68	\$9.68	\$0.00		\$0.00	\$0.00
2005	BRAZOS COUNTY	\$40,420	\$150.57	\$150.57	\$0.00		\$0.00	\$0.00
2005	BRYAN ISD	\$40,420	\$576.36	\$576.36	\$0.00		\$0.00	\$0.00
	<b>2005 TOTAL:</b>		<b>\$736.61</b>	<b>\$736.61</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
2004	EMG SVCS DIST #4	\$40,420	\$6.71	\$6.71	\$0.00		\$0.00	\$0.00
2004	BRAZOS COUNTY	\$40,420	\$105.74	\$105.74	\$0.00		\$0.00	\$0.00
2004	BRYAN ISD	\$40,420	\$373.75	\$373.75	\$0.00		\$0.00	\$0.00
	<b>2004 TOTAL:</b>		<b>\$486.20</b>	<b>\$486.20</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
2003	EMG SVCS DIST #4	\$40,420	\$5.60	\$5.60	\$0.00		\$0.00	\$0.00

2003 BRAZOS COUNTY	\$40,420	\$81.13	\$81.13	\$0.00	\$0.00	\$0.00	\$0.00
2003 BRYAN ISD	\$40,420	\$313.32	\$313.32	\$0.00	\$0.00	\$0.00	\$0.00
<b>2003 TOTAL:</b>		<b>\$400.05</b>	<b>\$400.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2002 EMG SVCS DIST #4	\$40,420	\$5.60	\$5.60	\$0.00	\$0.00	\$0.00	\$0.00
2002 BRAZOS COUNTY	\$40,420	\$77.32	\$77.32	\$0.00	\$0.00	\$0.00	\$0.00
2002 BRYAN ISD	\$40,420	\$319.29	\$319.29	\$0.00	\$0.00	\$0.00	\$0.00
<b>2002 TOTAL:</b>		<b>\$402.21</b>	<b>\$402.21</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2001 EMG SVCS DIST #4	\$40,420	\$3.74	\$3.74	\$0.00	\$0.00	\$0.00	\$0.00
2001 BRAZOS COUNTY	\$40,420	\$54.10	\$54.10	\$0.00	\$0.00	\$0.00	\$0.00
2001 BRYAN ISD	\$40,420	\$214.84	\$214.84	\$0.00	\$0.00	\$0.00	\$0.00
<b>2001 TOTAL:</b>		<b>\$272.68</b>	<b>\$272.68</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (979) 361-4470**

Website version: 1.2.2.2

Database last updated on: 9/25/2009 12:15 AM

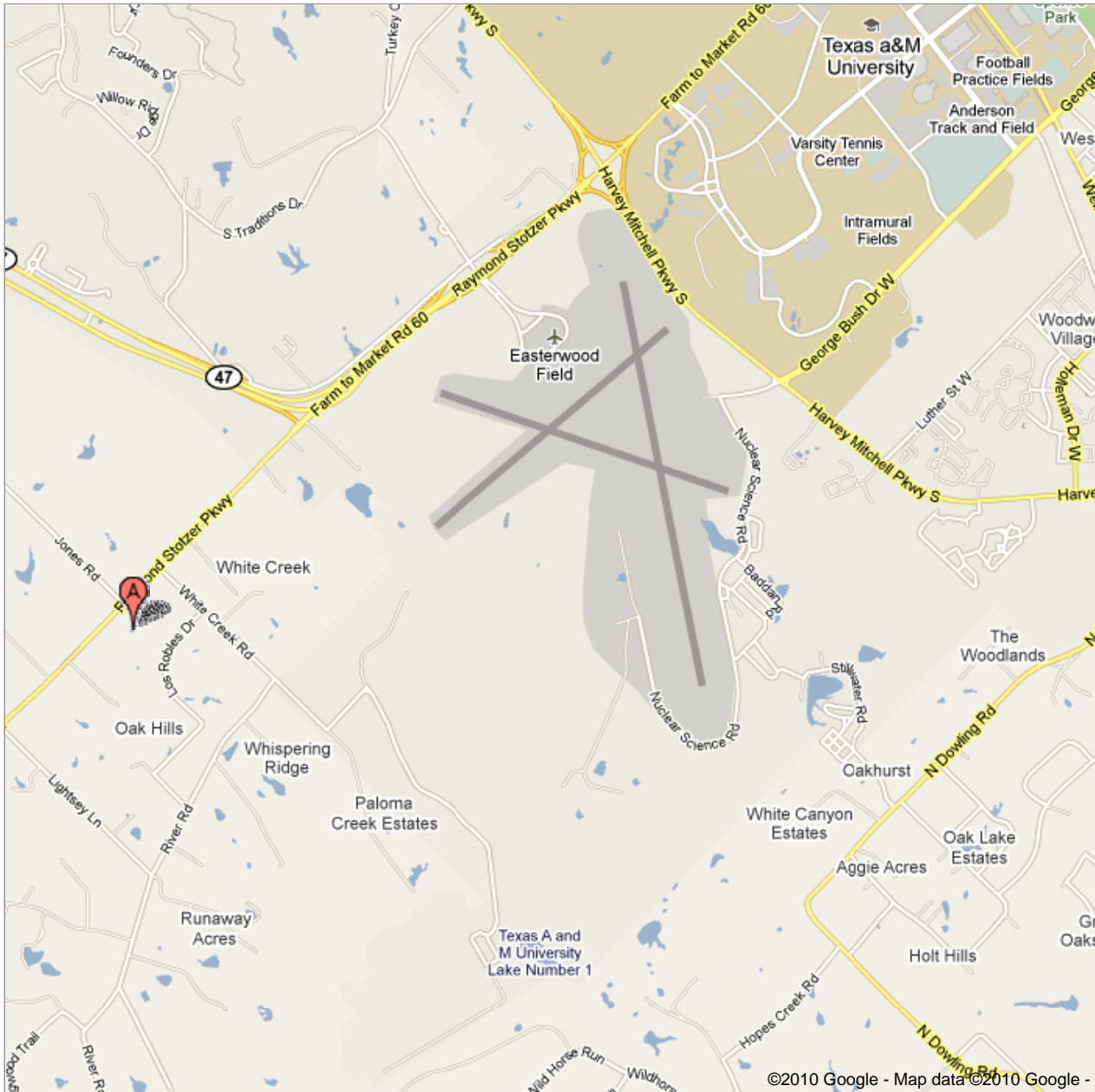
© 2009 True Automation, Inc. All Rights Reserved. Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.



Address **5891 Raymond Stotzer Pkwy**  
**College Station, TX 77845**

Notes Quarter mile past Jones Road on  
South side of Raymond Stotzer Pkwy  
(State Hwy 60)







**COVER PAGE**

**AMENDED DECLARATION OF COVERNANTS,  
CONDITIONS AND RESTRICTIONS  
LOTS IN OAK HILLS SUBDIVISION**

We, Bartlett B. Holland and Hazel W. Holland, owners of property within Oak Hills Subdivision, helped coordinate the preparation and execution of the following pages of the Amended Declaration of Covenants, Conditions and Restrictions, Lots in Oak Hills Subdivision. We hereby certify that 83.61% of the owners of lots have approved and executed the amendment, which is greater than the majority required for approval. There are 61 total lots, and 51 lot owners approved of the amendment.

Dated the 6 day of April, 2007.

Bartlett B. Holland

Hazel W. Holland

STATE OF TEXAS  
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 6th day of April, 2007, by Bartlett B. Holland and Hazel W. Holland.

Jennifer Jean Yeomans  
Notary Public, State of Texas



**COVER PAGE**

**AMENDED DECLARATION OF COVERNANTS,  
CONDITIONS AND RESTRICTIONS  
LOTS IN OAK HILLS SUBDIVISION**

We, Lambert H. Wilkes and Stella H. Wilkes, owners of property within Oak Hills Subdivision, helped coordinate the preparation and execution of the following pages of the Amended Declaration of Covenants, Conditions and Restrictions, Lots in Oak Hills Subdivision. We hereby certify that 83.61% of the owners of lots have approved and executed the amendment, which is greater than the majority required for approval. There are 61 total lots, and 51 lot owners approved of the amendment.

Dated the 6 day of April, 2007.

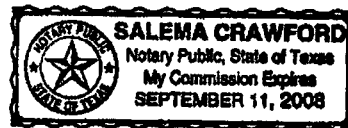
Lambert H. Wilkes

Stella H. Wilkes

STATE OF TEXAS  
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 6 day of April, 2007, by Lambert H. Wilkes and Stella H. Wilkes.

Salema Crawford  
Notary Public, State of Texas





1.04 Restrictions. "Restrictions" shall mean the document described above creating covenants, conditions, and restrictions in the Property, and the amendments thereto contained in this Declaration.

1.05 Majority of Owners. "Majority of Owners" shall mean more than 50.00% of the total Lots have voted to affirm the action, based on one vote per Lot. Owners of multiple Lots have one vote for each Lot owned as of the effective date of any action by the Owners.

ARTICLE 2.  
GENERAL RESTRICTIONS

2.01 Lots 11, 21 and 22 are classified as commercial Lots in the Restrictions and that classification continues to be valid. None of the other Lots in the Property shall be used for commercial use or headquarters of a business. Only one commercial vehicle of 1.5 tons or less may be routinely parked on any of the other Lots.

2.02 In keeping with the rural character of the Property, livestock and pets will be allowed with the following limitation per acre on the Lot or Lots being used to sustain said units:

- One horse, cow or sheep.....1 animal unit
- One donkey, dog or cat.....½ animal unit

4-H Club or F.F.A. projects or other animal units may be presented to the Architectural Control Committee and under their approval shall be allowed for a period of one (1) year per project.

Plots for producing fruits and vegetables for personal use of the Owners or Occupants shall be allowed.

2.03 No accumulation of unused building materials, broken concrete or discarded household items stacked near the front property line shall be allowed. Limbs from tree trimming or as a result of a storm shall be stored to the rear of the owner's Lot and burning of such refuse must be in accordance with county requirements and must not be left unattended as long as any elements of fire are visible.

Garbage must be stored in a clean and sanitary container and must be either delivered weekly to the compacter provided by the county or picked up by a garbage service.

2.04 Permanent parking of motor homes or travel trailers is limited to one per Lot. No disabled, stripped down, wrecked, junked or otherwise inoperable vehicles shall be kept, parked, stored and/or maintained on any portion of the front driveway and must be parked to the rear of the residential structure or shielded from view from the front Lot line.

2.05 After commencement of construction of any structure or improvement, the work thereon shall be diligently prosecuted to the end that the structure or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

2.06 Easements are for installation and maintenance of utilities and are reserved for such and for drainage as shown on the recorded plat. Easements shall not be used for structures or driveways.

2.07 Signs for the sale of Lot or Lots may be displayed. Signs used by builders and/or maintenance companies during construction or repairs may be displayed; however, such signs must be removed as soon as the sale, construction, or repairs are completed. Political signs may be displayed for thirty days before the election and shall be removed within one week after the election.

### ARTICLE 3. RESIDENTIAL RESTRICTIONS

3.01 Only single family dwellings and appurtenances ordinary to rural or residential living shall be built on any Lot in the Property. Each Lot in the Property shall be used only for non-commercial rural, residential and recreational purposes. To this end, without limitation, the following structures or uses may not be built or used on any parcel of the Property: hospitals, clinics, rest or nursing homes, day care facilities, duplex houses, four plexes, apartment homes, mobile homes, manufactured homes, hotels, boarding houses, rooming houses, fraternity houses, sorority houses, or any retail, wholesale, or other business or commercial establishments of any kind. The non-commercial single family dwelling may be occupied only by either (a) an owner and persons related to the owner, plus two (2) persons who are not related to the owner; or, (b) if the property is not occupied by an owner or persons related to the owner, (i) no more than three (3) lessees who are not related to the owner; or (ii) one lessee and persons related to said lessee. ("Related" means a spouse, parent, grandparent, brother, sister, child, grandchild or other person related by law, blood or marriage). Any lease must contain provisions incorporating the Restrictions.

3.02 No residential dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system.

3.03 Any residence constructed on the Property shall contain no less than 1800 square feet of enclosed, heated and cooled area. Residences which exist as of the date of this Declaration having less than 1800 square feet and are in conformity with the original restrictions are accepted as is.

3.04 Including carports, attached or detached garages, no dwelling that has less than 51% masonry shall be erected on any Lot. Pre-engineered metal buildings used as shops, garages or storage shall be exempt from the masonry restriction, but must be located at least 100 feet

**COVER PAGE**

**AMENDED DECLARATION OF COVERNANTS,  
CONDITIONS AND RESTRICTIONS  
LOTS IN OAK HILLS SUBDIVISION**

We, Bartlett B. Holland and Hazel W. Holland, owners of property within Oak Hills Subdivision, helped coordinate the preparation and execution of the following pages of the Amended Declaration of Covenants, Conditions and Restrictions, Lots in Oak Hills Subdivision. We hereby certify that 83.61% of the owners of lots have approved and executed the amendment, which is greater than the majority required for approval. There are 61 total lots, and 51 lot owners approved of the amendment.

Dated the 6 day of April, 2007.

*Bartlett B. Holland*  
*Hazel W. Holland*

STATE OF TEXAS  
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 6<sup>th</sup> day of April, 2007, by Bartlett B. Holland and Hazel W. Holland..

*Jennifer Jean Yeomans*  
Notary Public, State of Texas



**COVER PAGE**

**AMENDED DECLARATION OF COVERNANTS,  
CONDITIONS AND RESTRICTIONS  
LOTS IN OAK HILLS SUBDIVISION**

We, Lambert H. Wilkes and Stella H. Wilkes, owners of property within Oak Hills Subdivision, helped coordinate the preparation and execution of the following pages of the Amended Declaration of Covenants, Conditions and Restrictions, Lots in Oak Hills Subdivision. We hereby certify that 83.61% of the owners of lots have approved and executed the amendment, which is greater than the majority required for approval. There are 61 total lots, and 51 lot owners approved of the amendment.

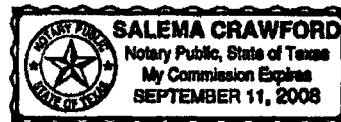
Dated the 6 day of April, 2007.

Lambert H. Wilkes  
Stella H. Wilkes

STATE OF TEXAS  
COUNTY OF BRAZOS

This instrument was acknowledged before me on this the 6 day of April, 2007, by Lambert H. Wilkes and Stella H. Wilkes.

Salema Crawford  
Notary Public, State of Texas



AMENDED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
LOTS IN OAK HILLS SUBDIVISION

THE STATE OF TEXAS §  
§  
COUNTY OF BRAZOS §

WHEREAS, Oak Hills, Inc., the original owner of Oak Hills Subdivision, platted certain land (the "Property") according to the Plat recorded in Volume 202, Page 475, Deed Records of Brazos County, Texas (the "Plat", and filed Restrictions, dated September 1, 1959, filed on September 29, 1959, and recorded in Volume 200, Page 455, Deed Records of Brazos County, Texas (the "Restrictions").

WHEREAS, the undersigned Owners of Lots in the Property, constituting a majority of the then Owners as required by Paragraph 10 of the Restrictions desire to amend the Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and which shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed. This instrument, when recorded, shall be an amendment to the Restrictions. Except as amended by the provisions of this document, the Restrictions shall continue to be valid and enforceable against the Property.

ARTICLE 1.  
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

1.02 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities holding a fee simple interest in any Parcel on the Property.

1.03 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property (defined in the first paragraph above), together with all improvements located thereon.

1.04 Restrictions. "Restrictions" shall mean the document described above creating covenants, conditions, and restrictions in the Property, and the amendments thereto contained in this Declaration.

1.05 Majority of Owners. "Majority of Owners" shall mean more than 50.00% of the total Lots have voted to affirm the action, based on one vote per Lot. Owners of multiple Lots have one vote for each Lot owned as of the effective date of any action by the Owners.

ARTICLE 2.  
GENERAL RESTRICTIONS

2.01 Lots 11, 21 and 22 are classified as commercial Lots in the Restrictions and that classification continues to be valid. None of the other Lots in the Property shall be used for commercial use or headquarters of a business. Only one commercial vehicle of 1.5 tons or less may be routinely parked on any of the other Lots.

2.02 In keeping with the rural character of the Property, livestock and pets will be allowed with the following limitation per acre on the Lot or Lots being used to sustain said units:

One horse, cow or sheep..... 1 animal unit  
One donkey, dog or cat..... ½ animal unit

4-H Club or F.F.A. projects or other animal units may be presented to the Architectural Control Committee and under their approval shall be allowed for a period of one (1) year per project.

Plots for producing fruits and vegetables for personal use of the Owners or Occupants shall be allowed.

2.03 No accumulation of unused building materials, broken concrete or discarded household items stacked near the front property line shall be allowed. Limbs from tree trimming or as a result of a storm shall be stored to the rear of the owner's Lot and burning of such refuse must be in accordance with county requirements and must not be left unattended as long as any elements of fire are visible.

Garbage must be stored in a clean and sanitary container and must be either delivered weekly to the compacter provided by the county or picked up by a garbage service.

2.04 Permanent parking of motor homes or travel trailers is limited to one per Lot. No disabled, stripped down, wrecked, junked or otherwise inoperable vehicles shall be kept, parked, stored and/or maintained on any portion of the front driveway and must be parked to the rear of the residential structure or shielded from view from the front Lot line.

2.05 After commencement of construction of any structure or improvement, the work thereon shall be diligently prosecuted to the end that the structure or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

2.06 Easements are for installation and maintenance of utilities and are reserved for such and for drainage as shown on the recorded plat. Easements shall not be used for structures or driveways.

2.07 Signs for the sale of Lot or Lots may be displayed. Signs used by builders and/or maintenance companies during construction or repairs may be displayed; however, such signs must be removed as soon as the sale, construction, or repairs are completed. Political signs may be displayed for thirty days before the election and shall be removed within one week after the election.

### ARTICLE 3. RESIDENTIAL RESTRICTIONS

3.01 Only single family dwellings and appurtenances ordinary to rural or residential living shall be built on any Lot in the Property. Each Lot in the Property shall be used only for non-commercial rural, residential and recreational purposes. To this end, without limitation, the following structures or uses may not be built or used on any parcel of the Property: hospitals, clinics, rest or nursing homes, day care facilities, duplex houses, four plexes, apartment homes, mobile homes, manufactured homes, hotels, boarding houses, rooming houses, fraternity houses, sorority houses, or any retail, wholesale, or other business or commercial establishments of any kind. The non-commercial single family dwelling may be occupied only by either (a) an owner and persons related to the owner, plus two (2) persons who are not related to the owner; or, (b) if the property is not occupied by an owner or persons related to the owner, (i) no more than three (3) lessees who are not related to the owner; or (ii) one lessee and persons related to said lessee. ("Related" means a spouse, parent, grandparent, brother, sister, child, grandchild or other person related by law, blood or marriage). Any lease must contain provisions incorporating the Restrictions.

3.02 No residential dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system.

3.03 Any residence constructed on the Property shall contain no less than 1800 square feet of enclosed, heated and cooled area. Residences which exist as of the date of this Declaration having less than 1800 square feet and are in conformity with the original restrictions are accepted as is.

3.04 Including carports, attached or detached garages, no dwelling that has less than 51% masonry shall be erected on any Lot. Pre-engineered metal buildings used as shops, garages or storage shall be exempt from the masonry restriction, but must be located at least 100 feet

from the front Lot line. All residences shall be set back from the front Lot line no less than 75 feet. Driveways shall be built no less than 25 feet from side Lot lines.

3.05 All residences, garages, structures and driveways shall be subject to the Architectural Control Committee's approval. No residence shall be erected or substantially altered on any Lot until construction plans, showing the location of the structure and all specifications, have been approved by the Architectural Control Committee. This Committee will examine the location with respect to topography and finish grade elevation, the harmony of external design with existing structures, and the quality of workmanship and material. The submission of plans must be in writing and the reply of the Architectural Control Committee will be given in writing within thirty days of submission. If the Committee fails to give written approval or disapproval within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been satisfied.

3.06 The Architectural Control Committee (the "Committee") is presently composed of three members whose names are:

Bartlett B. Holland	6224 Los Robles, College Station, Texas 77845
Margie M. Person	6334 Los Robles, College Station, Texas 77845
Lambert H. Wilkes	9252 River Road, College Station, Texas 77845

Any two (2) members will constitute a quorum and the vote of any two will control the action of the Committee.

In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. A called meeting of the Owners of the Lots may be necessary to elect a new member should the Committee be reduced to one member. Approval of a new member of the Committee will require a simple majority vote of the owners of the Lots in the Property. All future officers and amended restrictions may be presented and approved or disapproved by a simple majority vote of the Owners of the Lots, these terms being defined in Article 1.

#### ARTICLE 4. MISCELLANEOUS

4.01 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run concurrent with the terms of the Restrictions, which are automatically extended for successive periods of ten (10) years each unless amended by a majority of the owners of Lots, as provided in the Restrictions and this Declaration.

4.02 Construction.

The provisions of the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.

This Declaration shall be construed in accordance with the laws of the State of Texas.

Counterparts. This Declaration may be signed in multiple counterparts. Each counterpart will be considered an original, but all of them in the aggregate shall constitute one agreement.

For these considerations, each Declarant does hereby approve of these Declarations and acknowledges said Restrictions to be in full force and effect and the Declaration and signatures will be duly recorded in the Deed Records of Brazos County, Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 19<sup>th</sup> day of March, 2007.

OWNERS:

LOT(S) OWNED:

Kenneth Hughes

1 (Lot 50)

John D. Park Jr.

1 (Lot 50)

Raymond D. Park Jr.

2 (Lots 60 & 61)

Helma L. Park

2 (Lots 60 & 61)

Mary Kathryn Robinette, Howard <sup>for Mary Kathryn Robinette</sup> executor

1 (37<sup>Lot</sup>)

John Great

Lot 63

Victa H. Groat, Sr.

Lot 63

Ed P. Wala Iron

Lot 62, 62A, 20

John Iron

Lot 62, 62A, 20

Johnny J. Cook

Lot 1 & 2 (1/2)

Joyce Wheat Cook

Lot 1 & 2 (1/2)

Debra T. Hix

Lots 16 + 17

Martha D. Hix

16 + 17

Bartlett B. Holland

Lots 38, 39, 39A

Abigail W. Holliday

Lots 38, 39, 39A

Sharon H. Appleton

Lots 30 & 31

Sam Adams

Lots 30 & 31

Yvonne C. Pidge

Lot # 4

Cliff A. Pidge

Lot # 4

For these considerations, each Declarant does hereby approve of these Declarations and acknowledges said Restrictions to be in full force and effect and the Declaration and signatures will be duly recorded in the Deed Records of Brazos County, Texas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 19<sup>th</sup> day of March, 2007.

OWNERS:

LOT(S) OWNED:

<u>Lesly Ray Spratt</u>	<u>3.46 ac/Lot 31</u>
<u>Sherry Spratt</u>	<u>" "</u>
<u>Mason Newton</u>	<u>4.02 ac/LOT 7</u>
<u>Doris W. Newton</u>	<u>" "</u>
<u>Margie Person</u>	<u>Lot # 35 4.3A</u>
<u>Fance H. McConnel</u>	<u>lots #48 &amp; 49</u>
<u>May S. McConnel</u>	<u>Lots 48+49</u>
<u>Candice Ridall POA</u>	<u>Lot 52</u>
<u>Celan L. Beck</u>	<u>59</u>
<u>J.W.B.</u>	<u>59</u>
<u>Lance B. Stegg</u>	<u>40R</u>
<u>Ed Stegg</u>	<u>40R</u>
<u>Elouise Patton</u>	<u>29</u>
<u>Ellen Wheeler</u>	<u>41R + 6</u>
<u>John T. Wheelert</u>	<u>41R + 6</u>
<u>Waynes D. Bradley</u>	<u>55</u>
<u>Charlene M. Lusk</u>	<u>03</u>
<u>Curtis E. Lusk</u>	<u>03</u>

