

**2014 AMENDED
DEED RESTRICTIONS
OF NORTH OAKWOOD ADDITION**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

We, the undersigned property owners of North Oakwood Addition, being a majority of the lot owners of North Oakwood Addition by Deeds duly recorded in the Deed Records of Brazos County, Texas, do, by this instrument, hereby ADOPT, RATIFY, CONFIRM, and AGREE to the covenants and restrictions set forth herein, and to the extent that they change the meaning and intent, do hereby amend and change the previous building and property use covenants and restrictions in force in North Oakwood Addition.

Prior covenants and restrictions were filed of record in Vol. 3234, page 50, in Vol. 233, page 54, in Vol. 99, page 437, and in Vol. 97, page 291 of the Deed Records of Brazos County, Texas. As with the prior covenants and restrictions, these building and property use covenants and restrictions apply to all residences and lots, unless otherwise stated herein, in North Oakwood Addition in the City of Bryan, Brazos County, Texas, a plat of which is recorded in Vol. 97, page 171 of the Deed Records of Brazos County. To the extent that these covenants and restrictions conflict with any prior covenants and restrictions, these covenants and restrictions shall control and supersede all prior covenants and restrictions.

These restrictions are covenants running with the title to the various Lots and Blocks in North Oakwood Addition in accordance with plat thereof recorded in Volume 97, page 171, of the Deed Records of Brazos County, Texas, and any subsequent replats or amended plats thereof, and shall apply to and be binding upon all owners of said Lots, their heirs, executors, administrators, successors, and assigns.

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by at least 51% of the then owners of the Lots has been recorded agreeing to change, replace or terminate said covenants and restrictions, in whole or in part.

B. COMMITTEE REQUIREMENTS AND MEETINGS

1. There shall be an administrative Committee known as the "North Oakwood Deed Restrictions Committee" (the "Committee"), composed of three (3) persons who reside in and own property in North Oakwood Addition. The Committee shall have authority to promote and enforce the comprehensive and integrated application of these property use restrictions. The Committee may identify its membership by filing a recordable document annually, naming the members and the address at which the Committee may be contacted. Failure to designate the membership of the Committee by a recordable document shall not diminish or affect the authority of the Committee to act pursuant to the terms of these restrictions.

2. Each Committee member shall be elected by at least 51% of property owners present at the annual election meeting and shall serve for a period of three (3) years. The term of office

for each Committee member shall be staggered so that each year only one (1) of the members' term expires. If fifty one percent (51%) of the lot owners, by signed petition, request that a member or all members be replaced by election, an election by the lot owners will be held, and those elected by a majority of votes cast will constitute the Committee.

3. A Management Certificate shall be filed with the appropriate entity following any change in the Committee membership or contact information.

4. At the Committee's first meeting of the year, the Committee shall elect its Chair and Vice Chair from amongst themselves, and shall appoint a Secretary and a Treasurer, who need not be members of the Committee. In the event of a vacancy in the chairmanship or in case of the Chair's absence or disability, the Vice Chair shall assume leadership and shall perform the duties of the Chair.

5. In the event of incapacity, resignation, or death of any member of the Committee, the other members shall fill the vacancy by appointing a successor from among the lot owners to serve out the unexpired term. In the event of two (2) vacancies on the Committee at the same time, the surviving member shall appoint one (1) new member and the two (2) of them shall jointly agree upon and appoint the third. The act of filling vacancies shall always be conscientiously expedited.

6. The Committee is hereby delegated authority by the lot owners of North Oakwood Addition to enforce these Restrictions through personal interactions or by legal proceedings against any person. Such proceedings may seek the recovery of damages, injunctive relief, or any other legal relief necessary. The Committee may appoint lot owners to form ad hoc Sub-Committees responsible for activities as directed by the Committee. In all cases, decisions formulated by said sub-committees must be approved by the Committee prior to enactment.

7. Any two (2) members of the Committee shall constitute a quorum for the transaction of business at any Committee meeting. In the event the two (2) cannot agree on a matter, they shall have to await the time when the third member is present. In the event a conflict of interest is present regarding a topic of discussion, they shall await the time when the third member is present. If multiple members of the Committee claim a conflict of interest, the non-conflicted member shall choose temporary alternate committee members.

8. The members of the Committee and its authorized representatives shall be indemnified by lot owners in North Oakwood Addition for any claims or lawsuits brought against them or losses and attorneys' fees incurred by them in connection with their actions in enforcing these Restrictions. The Committee may satisfy this requirement by obtaining valid directors' and officers' liability insurance, paid for by the lot owners of North Oakwood Addition annually. The Committee may utilize funds held in reserve by the Committee for the purpose of legal action regarding the enforcement of these Restrictions. Prior to an 80% depletion of said funds reserved by the Committee, the Committee must seek approval of 51% from the lot owners present at the special lot owners meeting convened to discuss Committee fund usage. If expenditure exceeds funds held on reserve by the Committee, assessment of lot ownersmembers shall follow procedures stated in Paragraph B.11.

9. Special meetings of the lot owners may be called by the Committee whenever the Committee shall deem a special meeting necessary for the interests of the lot owners or the

community. A general meeting may be called by petition signed by 10% of the lot owners.

10. The Committee Chair, or, in his or her absence, the Vice Chair or any member of the Committee, shall preside at all lot owners' meetings.

11. All assessments made by the Committee are collected on a voluntary basis. The Committee shall promote the donation of assessments from the lot owners. In addition, the Committee may also seek to recover funds used in litigation for the purpose of enforcing these restrictions from the membership on an as needed basis.

12. Lot Owners may cast one vote, regardless of the amount of property held within the subdivision. Multiple owners of a lot shall be restricted to one vote. Owners of multiple lots make cast only 1 vote regardless of the amount of property held within the subdivision. Absentee voting shall be allowed, by an owner providing a written vote in writing to a Committee member, prior to the time of membership vote collection.

C. PROPERTY USE AND CONDITION

1. Except as provided in this paragraph, no lot shall be used or permitted to be used by any owner or that owner's heirs, executors, administrators, successors or assigns as a rooming house, boarding house, fraternity house, sorority house, apartment building or for occupancy by any person other than an owner of record and persons related to the owner. The only exception to this use limitation is that the property may be occupied by either (1) an owner and persons related to the owner, plus one (1) person who is not related to the owner, or (2) if the property is not occupied by an owner, one (1) person who is not related to the owner, plus persons related to that person. "Related" means a spouse, parent, grandparent, brother, sister, child, grandchild or other person related by law, blood, marriage, or legal guardianship. "Occupied" shall be defined as inhabiting the location for more than 30 days either consecutively or non-consecutively within a twelve (12) month period or seven (7) days within a thirty (30) consecutive day period. Vacation rental, "game-day housing", and short-term leasing shall be prohibited in all instances. "Game-day housing" shall be defined as a situation understood to be temporary in relation to a Texas A&M University activity. In the event of required enforcement of these Restrictions, the property owner shall be required to demonstrate conformance to these Restrictions.

2. Except for Lots One (1) through Eight (8), inclusive, in Block One (1), no lot shall be used for any type or kind of business, commercial or industrial activity in North Oakwood Addition, except any such business, commercial or industrial activity which is clearly incidental and subordinate to residential use of any lot. Such activity shall not generate traffic, require non-resident employees, or attract more than one visitor at any one time. No noxious or offensive activity shall be carried on upon any Lot or property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. Signs are limited to builder, real estate, campaign, garage sale, community support, or non-commercial. No sign of more than six (6) square feet may be displayed on a residential lot. Signs of a builder or real estate company may be displayed to advertise the property during construction, remodeling or sales period only. Political campaign, garage sale and community support signs must be removed within seven (7) days after the election or event has occurred.

Visually offensive signage shall be removed at the request of a formal Committee action requesting the removal of said sign.

4. All lots shall at all times be kept in a healthy, sanitary, and maintained condition. No lot shall be used or maintained for storage of materials, nor as a dumping ground for rubbish, trash, garbage or other waste. All household waste shall be kept only in sanitary containers. No garbage cans or refuse containers shall be placed or permitted to remain curb side, except during a twenty-four (24) hour period for garbage and refuse collection by the City of Bryan or a privately contracted collector. No garbage, trash or debris of any kind shall be burned on any lot. Composting of vegetative matter may be practiced as long as there are no offensive odors and the site is screened from street view. All lots shall be kept mowed and maintained.

5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common domesticated household pets may be kept provided that they are kept in compliance with all applicable ordinances and laws, and that they are not kept, bred or maintained for any commercial purposes, and further provided that the keeping of such household pets does not constitute a nuisance to the neighborhood.

6. No automobile or other similar motor vehicle may be parked on lawn areas for any reason where it is visible from the street. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair or maintenance of any property in North Oakwood Addition.

7. Motor vehicles parked on the street shall be in running condition, and shall be currently licensed and inspected. No motor vehicle shall be parked on the street in such a manner as to create a hazardous traffic condition.

D. BUILDING RESTRICTIONS AND REQUIREMENTS

1. Except as provided herein, only one (1) detached single-family dwelling shall be erected on any residential lot, and may include a one (1), two (2), or three (3) car garage. No dwelling or other structure, except a fireplace, shall exceed twenty-eight (28) feet at peak height, and shall contain no more than two (2) floors of habitable space. No trailer, basement, tent, shack, garage, barn, or other out-building erected on any tract shall be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Exceptions to this restriction are granted to the following properties: 1) 401 Brookside Drive, which contains a separate guest quarters; 2) 411 Brookside Drive, which contains a separate guest quarters; 3) 500 Brookside Drive, which contains a separate guest quarters; 4) 301 Hensel Drive, which contains a separate guest quarters; 5) 310 Hensel Drive, which contains guest quarters in the detached garage; 6) 603 Hensel Drive, which contains guest quarters in the detached garage; and 7) 3801 Fifth Street, which exceeds the twenty-eight (28) foot height limitation. Structures referenced in these exceptions shall not be enlarged, and if they are destroyed or otherwise removed, they shall not be replaced

2. No lot shall be subdivided, replatted, or amended so as to create a new or additional lot or tract based on the current configuration, use, or ownership. If contiguous lots are held in common ownership for residential related uses, including but not limited to yards and recreational spaces, as of the adoption of this document, said lots are to be

considered as a single residential lot for construction purposes. If said configuration is dismantled following the adoption of this document, additional structures shall not be permitted and the configuration shall not be recognized.

3. No residence shall be constructed after the effective date of these restrictions containing less than 1,600 square feet of heated or conditioned space.

4. There is hereby established a front and rear building setback line thirty (30) feet from all streets or property lines designated in North Oakwood Addition, except Lots One (1) through Eight (8), inclusive, in Block One. All buildings shall be setback twenty (20) feet or more from side lot lines. Lots Five (5) and Six (6) in Block Seventeen (17) and Lots Five (5) and Six (6) in Block Six (6) shall each be considered as one (1) lot for purposes of these setback restrictions. No residence shall ever be constructed on any lot which has as street frontage less than Seventy-five (75) feet on the front of any lot. The following structures shall not encroach an established building setback, unless a waiver is granted by the procedure set out below: (i) an inhabitable building (ii) a structure that is either over 120 square feet or is more than 8 feet in height to its peak. "Setback" shall be defined as the limit at which a structure may be erected.

5. No residence, dwelling, building, or other improvement or structure shall be commenced, erected, constructed, improved, added, or added to, placed, or altered on any lot until complete plans, specifications and plot plans have been approved in writing by the Committee. The applicant shall receive written confirmation of receipt from the committee following said submission. If no confirmation is received following initial submission, the applicant may send as a certified letter with a return receipt which shall constitute submission confirmation. The Committee's approval or disapproval as required herein shall be in writing, and shall relate to compliance with these restrictions. Official Committee approval shall be presented to the applicant with the signatures of two (2) Committee members. If the Committee fails to give written approval or disapproval within thirty (30) days after plans and specifications submission is received and confirmed, then approval will not be required and the provisions of this section will be deemed to have been complied with; provided, however, that the failure of the Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate as a waiver or permit any structure to be commenced, erected, constructed, improved, added, or added to, placed or altered on any lot in a manner inconsistent with any provision of these deed restrictions.

6. No residence or dwelling erected outside of the North Oakwood Addition shall be permitted to be moved into North Oakwood Addition, and no outdoor toilet shall ever be permitted within North Oakwood Addition, except during periods of construction through the use of portable toilets typically used in construction activities.

E. WAIVER AND APPEAL

1. The Committee shall consider waivers to the North Oakwood Deed Restrictions upon receiving a written request from a property owner or representative. The Committee shall evaluate the request and schedule a lot owners meeting at which the request shall be acted upon. The Committee shall provide the lot owners in attendance with

an informed recommendation on the request. A waiver request must be considered and acted upon within 60 days of receiving a formal written request from the property owner or representative.

2. A waiver may be approved if the membership deems the request to be non-contrary to the intent of this document and is voted for approval by a majority of the lot owners present at the meeting at which the request is presented.

3. Waivers approved by the membership are design and project specific and do not run with the land. If the structure is removed post construction or altered prior to construction, the waiver is dissolved. Waivers are not transferable across lot lines, structures, or projects.

4. Upon denial of a waiver request, the property owner or representative may seek an appeal within 90 days if new information may be presented at at lot owners meeting. The appeal shall be heard by the lot owners in attendance at the meeting at which the appeal is presented.

F. NEIGHBORHOOD NOTICE AND RECORD COMPLIANCE

1. All Committee and general lot owners meetings must be open to all lot owners, and the Committee shall have posted notice of the time and date of the meeting at least 72 hours prior to the start of the meeting at primary entrances to North Oakwood Addition, and by email to all lot owners who have provided an email address to the Committee. 2. Minutes and agendas shall be made available to the public upon request, and shall be available on the Committee website, if any, or on written request to the Committee 3. The Committee shall not retain Committee records beyond 7 years.

G. VIOLATIONS AND INVALIDATION

1. If any person shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person owning any tract in said Addition to prosecute any legal proceedings against the person violating or attempting to violate any such covenants or restrictions, and either prevent him or them from so doing or to recover damages or other relief for such violations.

2. Invalidation of any one or more of these covenants or restrictions by judgment or order of court shall in no way affect the others, which shall remain in full force and effect.

In every other respect, the prior covenants and restrictions in force in North Oakwood Addition shall continue in full force and effect.

Signed by each undersigned owner, comprising at least a majority of the lot owners in North Oakwood Addition, to be effective on the date of filing of this 2014 Amended Deed Restrictions of North Oakwood Addition in the County Clerk's office in Brazos County, Texas.

IN WITNESS WHEREOF, the undersigned owners of lots in North Oakwood Addition, personally state and attest to having obtained or coordinated the obtaining of all the signatures on the following pages, and hereby execute this 2014 Amended Deed Restrictions of North Oakwood Addition as of this 17 day of October, 2014.

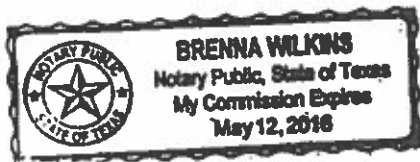
David Hollingsworth
DAVID HOLLINGSWORTH
510 Crescent Drive
Bryan, Texas 77801

R.R. Smith
ROGER SMITH
203 College View
Bryan, Texas 77801

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 17 day of October, 2014, by DAVID HOLLINGSWORTH.

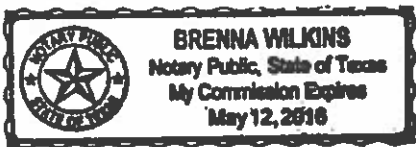


Brenna Wilkins
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 17 day of October, 2014, by ROGER SMITH.



Brenna Wilkins
Notary Public, State of Texas