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**SOUTHERN POINTE**  
**FIRST AMENDED AND RESTATED**  
**DEVELOPMENT AREA DECLARATION**  
***[COMMERCIAL]***

**Declarant:** BV SOUTHERN POINTE DEVELOPMENT, INC., a Texas corporation

Cross reference to Southern Pointe Amended and Restated Master Covenant [MIXED-USE], recorded as Document No. 2022-1485065 in the Official Public Records of Brazos County, Texas.

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**SOUTHERN POINTE  
FIRST AMENDED AND RESTATED  
DEVELOPMENT AREA DECLARATION  
[COMMERCIAL]**

This Southern Pointe First Amended and Restated Development Area Declaration [Commercial] (the “**Development Area Declaration**”) is made by **BV SOUTHERN POINTE DEVELOPMENT, INC., a Texas corporation** (the “**Declarant**”), and is as follows:

**R E C I T A L S**

A. Declarant previously Recorded that certain Southern Pointe Amended and Restated Master Covenant [MIXED-USE] recorded as Document No. 2022-1485056 in the Official Public Records of Brazos County, Texas (the “**Covenant**”).

B. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to a Development Area Declaration upon the Recording of one or more Notices of Applicability in accordance with *Section 9.5* of the Covenant.

**A Development Area is a portion of Southern Pointe which is subject to the terms and provisions of the Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Covenant.**

C. Upon the Recording of a Notice of Applicability, that references this Development Area Declaration, the portion of the Property identified in such notice will be subject to the terms and provisions of this Development Area Declaration. Property made subject to the terms and provisions of this Development Area Declaration from time to time by the Recording of one or more Notices of Applicability is referred to herein as the “**Development Area.**”

**NOW, THEREFORE**, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Applicability in accordance with *Section 9.5* of the Covenant will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will 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 in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

**ARTICLE 1  
DEFINITIONS**

“**Board**” means the Board of Directors of the Commercial Association.

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Covenant.

**ARTICLE 2  
USE RESTRICTIONS**

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

**2.01 Use Restrictions.** The Development Area and all Improvements thereon shall be used solely for commercial purposes that are approved in advance by the Southern Pointe Reviewer. Without limiting the generality of the foregoing, no portion of the Development Area may be used for: (a) a business that specializes in bankruptcy or liquidation sales or the selling of fire damaged items; (b) an auction house, flea market, pawn shop, thrift store or other store which sells used or “second-hand” merchandise; (c) a kennel or other business involving the boarding or care of animals; (d) an establishment for sale of automobiles, trucks, mobile homes, or recreational motor vehicles; (e) a night club; (f) a dance hall (except a professional dance instruction studio), ballroom, discotheque or game parlor; (g) an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation, magazines, books, movies, videos, photographs or so called “sexual toys”) or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts); (h) a sexually oriented massage parlor; (i) a gambling establishment or betting parlor; (j) a mortuary, crematorium or funeral home; (k) a psychiatric treatment facility, drug or alcohol rehabilitation or treatment center, or any other similar mental health treatment facility; or (l) any use which is illegal or which, in the reasonable opinion of the Southern Pointe Reviewer, is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or hazardous by reason of excess danger of fire or explosion; provided, however, that the foregoing restriction and anything else in the Documents shall not be deemed to prohibit hazardous or explosive materials in de minimis amounts, a fuel service station on the Development Area, or the sale on the Development Area of household and other cleaning products in the normal course of a retail grocery business or convenience store, provided that such Improvements and facilities are approved in advance and in writing by the Southern Pointe Reviewer. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies. No portion of the Development Area may be used as a hotel exceeding four stories. Only one establishment may operate as a convenience store, or sell retail motor fuels, within the Development Area at any given time.

**2.02 Trash.** Owners and Tenants will place trash entirely within trash receptacles located within the Development Area, which receptacles must be approved as to location and design by the Southern Pointe Reviewer, and may not place trash outside, next to, or on top of the receptacle. Boxes and large objects should be crushed or broken down before being placed in a receptacle. Receptacles are to be closed at all times when not in use. Owners and Tenants must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

**2.03 Unsightly Articles; Vehicles.** No article deemed to be unsightly by the Board will be permitted to remain within the Development Area so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (a) racing vehicles; or (b) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible within the Development Area or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

Parking of commercial vehicles or equipment, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles within the Development Area is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to the Development Area.

Mobile homes are prohibited. Notwithstanding the foregoing, sales trailers or other temporary structures expressly approved by the Southern Pointe Reviewer shall be permitted. However, nothing in this Section 2.03 shall be deemed to limit or restrict the vehicles entering and/or exiting a fuel or service station in the ordinary course of business.

**2.04 Outside Burning.** There will be no exterior fires, outside fireplaces, braziers and incinerator fires contained within designated facilities or receptacles and in areas designated and approved by the Southern Pointe Reviewer shall be permitted. No Owner or Tenant will permit any condition to exist upon the Development Area which creates a fire hazard or violates Applicable Law.

**2.05 Animals.** No domestic household pets, non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotics or any other animals,

including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of non-domesticated animal shall be kept, maintained, or cared for on the Development Area. Notwithstanding the above, seeing-eye dogs and other qualified and authorized service animals are permitted in the Development Area, including elevators.

**2.06 Antennas.** Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, may be erected, maintained or placed within any portion of the Development Area without the prior written approval of the Southern Pointe Reviewer; provided, however, that:

- (a) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or
- (b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- (c) an antenna that is designed to receive television broadcast signals;

Collectively, (a) through (c) are referred to herein as the “**Permitted Antennas,**” and will be permitted subject to reasonable requirements as to location and screening as may be set forth in Rules adopted by the Southern Pointe Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. A Permitted Antenna exists at the sole risk of the Owner and/or Tenant. The Commercial Association does not insure the Permitted Antenna and is not liable to the Owner or the Tenant for any loss or damage to the Permitted Antenna from any cause.

**2.07 Signs.** No sign of any kind may be displayed to the public view within any portion of the Development Area without the prior written approval of the Southern Pointe Reviewer, except for:

- (a) Declarant Signs. Signs erected by the Declarant, or signs erected with the advance written consent of the Declarant; and
- (b) Permits. Permits as may be required by Applicable Law.

**2.08 Exterior Illumination.** All exterior illumination must be approved in advance and in writing by the Southern Pointe Reviewer, and shall be designed and located to avoid the spreading of light onto adjacent property or into the night sky.

**2.09 Storage and Loading Areas.** Unless approved in advance and in writing by the Southern Pointe Reviewer, no materials, supplies or equipment, including trucks or other motor vehicles,

shall be stored upon any portion of the Development Area except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.

**2.10 Screening.** Unless otherwise approved in advance and in writing by the Southern Pointe Reviewer, exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. Unless otherwise approved in advance and in writing by the Southern Pointe Reviewer, liquid propane gas, oil and other exterior tanks shall be kept within enclosed structures, or screened from view; however, fuel stations within the Development Area shall be permitted to sell and maintain propane tanks outside of any building and the screening of such tanks shall be such that patrons may clearly see in plain view and access such propane tanks in accordance with such fuel station's daily operations. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the Southern Pointe Reviewer.

**2.11 Overall Maintenance of Development Area.** Owner, at its sole cost and expense, shall keep such Development Area, including the Improvements, and any adjacent street curbs in a safe, clean, neat and attractive condition at all times and in compliance with Applicable Law. Owner's obligations include, but shall in no way be limited to, the following:

- (a) All exterior lighting and mechanical facilities will be kept in good working order.
- (b) All parking areas will be striped and all parking areas, driveways and roads will be kept in good repair and swept to the extent necessary to keep such areas clean and clear of debris.
- (c) All exteriors to any Improvements will be kept in good condition and repair and in a reasonably safe, clean, neat, and orderly condition, including replacements, if necessary, and the exterior of all Improvements will be repainted as reasonably needed.
- (d) During construction of Improvements on the Development Area, Owner, at Owner's expense, will within three (3) days remove all debris and trash from the Development Area that is outside fenced or otherwise contained areas set aside for construction debris. Owner shall maintain adequate portable restroom facilities for its agents, employees, and independent contractors.

During the Development Period, in the event Owner fails to correct deficiencies in the maintenance of the Development Area within three (3) business days from Owner's receipt of written notice from Declarant of the deficiencies regarding maintenance, Declarant may correct

such deficiencies in Owner's obligations hereunder, and Owner shall reimburse Declarant for any costs incurred in doing so. After the end of the Development Period, the Commercial Association may exercise the right to correct deficiencies and receive reimbursement under this paragraph.

### ARTICLE 3 CONSTRUCTION RESTRICTIONS

**3.01 Construction of Improvements.** No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Southern Pointe Reviewer in accordance with the Covenant. Pursuant to *Section 6.4.2* of the Covenant, the Southern Pointe Reviewer may, but shall not be required to, adopt Design Guidelines applicable to the Development Area. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Southern Pointe Reviewer as authorized by the Covenant.

**3.02 Utility Lines.** Unless otherwise approved by the Southern Pointe Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, or concealed in or under buildings or other structures.

**3.03 Fences.** No fence may be constructed on the Development Area without the prior written consent of the Southern Pointe Reviewer.

**3.04 Concrete Truck Clean-Out Site.** An Owner who commences construction on the Development Area may designate a portion of the Development Area, which must be approved in advance by the Southern Pointe Reviewer, for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction (the "**Clean-Out Site**"). Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this *Section 3.05*, the Declarant or the Commercial Association may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant or the Commercial Association for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant or the Commercial Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the



Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments.

### 3.05 **Construction Standards.**

- (a) **Generally.** The Southern Pointe Reviewer may, at any time and from time to time, promulgate standards for building, including building materials and architectural design, to ensure harmony with the Improvements within the Development.
- (b) **Building Height.** All buildings must be limited to a four-story. For purposes of this Development Area Declaration, "four story" means less than or equal to fifty feet (50') in height as measured from the existing building floor grade to the bottom of the roofline.
- (c) **Deliveries.** Without the prior consent of the Southern Pointe Reviewer, all deliveries made to the Development Area shall be made in accordance with Applicable Law; provided, however, that, except as otherwise approved by the Southern Pointe Reviewer, in no event shall any deliveries or trash collection occur outside the hours of 7:00 a.m. and 6:00 p.m.
- (d) **Construction Hours.** Without the prior consent of the Southern Pointe Reviewer, Owner agrees to limit the hours of construction activity on the Development Area to the following hours:
  - (i) 7:00 a.m. to 6:00 p.m. each Monday through Friday (except for legal (U.S.) holidays);
  - (ii) 8:00 a.m. to 6:00 p.m. each Saturday and legal (U.S.) holidays; and
  - (iii) No work shall be performed on Sundays or on December 25<sup>th</sup>, unless approved in writing by the Southern Pointe Reviewer.
- (e) **Telecommunication Towers.** No part of the Development Area may be used for a telecommunication tower or similar structure.
- (f) **Hazardous Activities.** No portion of the Development Area may be used for the takeoff, storage, or landing of private or commercial aircraft (including, without limitation, helicopters) except for medical emergencies.
- (g) **Mining and Drilling.** No portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation

of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill on the Development Area, provided that such activities are conducted in conjunction with the construction of Improvements within the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells.

- (h) **Nuisances and Noises.** No person shall commit or suffer to be committed on the Development Area any nuisance or other activity which may materially disturb the use and/or quiet enjoyment of all or any portion of the Development Area or be otherwise detrimental thereto. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Development Area in any fashion that creates a nuisance or which materially disturbs the use and/or quiet enjoyment of all or any portion of the Development, or be otherwise reasonably determined to be detrimental thereto. The parties recognize and acknowledge that the Senior Living Facility may from time to time have outdoor events, and may utilize electronic speakers and sound devices in connection with such events; provided, that the Senior Living Facility use of such electronic speakers or sound devices shall not violate or exceed the then-current noise ordinance standards of the City of College Station.
- (i) **Setbacks.** The Lots that abut Southern Pointe Parkway or the State Highway 6 Frontage Road, as specifically reflected in Exhibit A attached hereto, shall not be used as a convenience store, or for the sale of retail motor fuels. Additionally, Declarant's Property (as defined in the Lot 3 Variance, hereinafter defined) shall have no gas station canopies located within 300 feet from Southern Pointe Parkway or the State Highway 6 Frontage Road.
- (j) **Reserved and Existing Easements.** All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant.

#### ARTICLE 4 DEVELOPMENT

**4.01 Addition of Land.** Declarant may, at any time and from time to time, add additional portions of the Property to the Development Area, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Development Area Declaration, and such portions of the Property will be subject

to the terms, covenants, conditions, restrictions and obligations set forth in this Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Area Declaration will be the same with respect to such added land as with respect to the land originally covered by this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any Notice of Applicability filed pursuant to *Section 9.5* of the Covenant) containing the following provisions:

- (a) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and
- (c) A legal description of the added land.

**4.02 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

## ARTICLE 5 GENERAL PROVISIONS

**5.01 Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind portion of the Development Area and will inure to the benefit of and be enforceable by the Commercial Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2072, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a

change (the word “change” meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Commercial Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this Section 5.01 to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**5.02 Amendment.** This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Commercial Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Commercial Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws.

**5.03 Notices.** Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Commercial Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Commercial Association.

**5.04 Interpretation.** The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

**5.05 Assignment of Declarant’s Rights.** Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

**5.06 Enforcement and Nonwaiver.** Except as otherwise provided herein, Declarant and the Commercial Association will have the right to enforce all of the provisions of this Development Area Declaration. The Commercial Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration against any Owner, at such Owner's own expense. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner (at such Owner's own expense), Declarant or the Commercial Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents. Notwithstanding anything herein, to the extent of any conflict between the terms of this Development Area Declaration and of that certain Easements, Development Variance, Waiver to Restrictive Covenants, and Development Agreement in favor of Eire, L.L.C., recorded as Document No. 2023-1512986, in the Official Public Records of Brazos County, Texas (the "**Lot 3 Variance**"), the terms of the Lot 3 Variance shall control.

**5.07 Construction.** The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

EXECUTED to be effective the 29th day of September, 2023.

*[SIGNATURE PAGE FOLLOWS]*

DECLARANT:

BV SOUTHERN POINTE DEVELOPMENT,  
INC., a Texas corporation

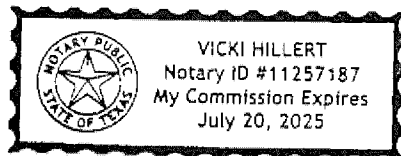
By: Wallace Phillips III  
Printed Name: Wallace Phillips III  
Title: Manager

THE STATE OF TEXAS §

COUNTY OF Brazos §

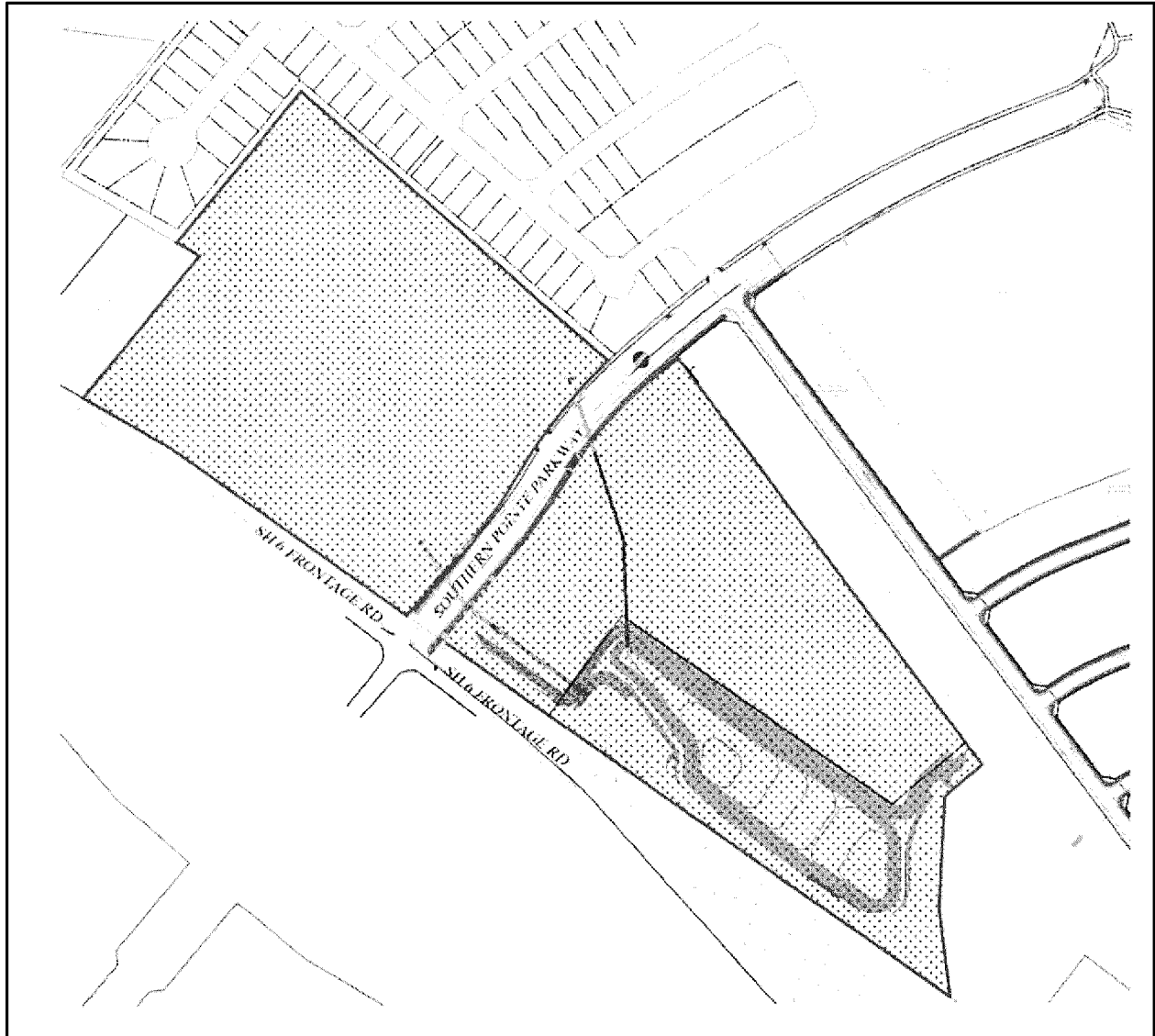
This instrument was acknowledged before me on September 28, 2023 by Wallace Phillips III, Manager of BV SOUTHERN POINTE DEVELOPMENT, INC., a Texas corporation, on behalf of said entities.

(SEAL)



Vicki Hillert  
Notary Public Signature

Exhibit A



**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1513122  
Volume : 18868  
ERecordings - Real Property

Recorded On: October 03, 2023 11:09 AM

Number of Pages: 16

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**" Examined and Charged as Follows: "**

Total Recording: \$86.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

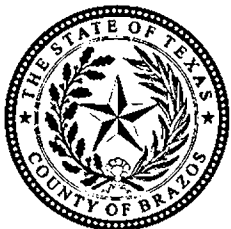
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1513122  
Receipt Number: 20231003000012  
Recorded Date/Time: October 03, 2023 11:09 AM  
User: Thao C  
Station: CCLERK02

**Record and Return To:**

Simplifile  
5072 NORTH 300 WEST  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX