

UTitle No Burley

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
GREENBRIER PHASE 6A**

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of Greenbrier Phase 6A, is made effective as of the 11 day of March, 2016, by Homewood, LLC (collectively, "Declarant"):

PREAMBLE

Declarant is the owner and developer of single-family Lots located in Greenbrier Phase 6A according to plat recorded in Volume 13215, Page 42, Official Public Records of Brazos County, Texas ("Phase 6A").

The purpose of this Supplemental Declaration is to impose certain restrictions on Phase 6A as allowed by the Declaration of Covenants, Conditions and Restrictions of Greenbrier recorded at Volume 11230, Page 197, Official Records of Brazos County, Texas (the "Declaration"). All capitalized terms not defined herein have the meanings ascribed to them in the Declaration.

DECLARATION

Declarant hereby declares that, notwithstanding anything in the Declaration to the contrary, the residential lots within Phase 6A are and shall be owned, held, mortgaged, transferred, sold, conveyed and occupied subject to this Supplemental Declaration and the covenants, conditions and restrictions set forth as follows:

1. **Dwelling Size; Location.** All single family dwellings within Phase 6A ("Dwellings") shall contain no less than 2,000 square feet of enclosed living space, exclusive of all porches (open or covered), decks and garages. All Dwellings must be constructed along the Zero Lot Line and the distance between the Dwelling and the side Lot line that is not the Zero Lot Line must be at least fifteen (15) feet.

2. **Building Materials.** All fascia and soffits on all Dwellings shall be of hardi-board. All building materials used on the Zero Lot Line side of the Dwelling will be masonry.

3. **Fencing.**

(a) All fences parallel to and visible from a street shall be constructed of brick, wrought iron or a combination of such materials and may not exceed six (6) feet in height.

(b) All rear yards shall be fenced as follows: A masonry wall of seven (7) feet in height shall be constructed along any interior patio abutting the Zero Lot Line. An interior patio is a patio bounded on at least two (2) sides by the Dwelling walls. All other fencing in the rear of the Dwelling shall be six (6) feet in height and constructed of solid cedar or wrought iron. All fencing constructed along the Zero Lot Line (as defined below) of an adjacent tract may be altered or removed by the benefitted Lot Owner as needed in the course of the construction of the Dwelling on such adjacent Lot.

4. **Accessory Buildings; Accessory Dwellings.** No Accessory Dwelling may be constructed on a Lot in Phase 6A. All Accessory Buildings must be constructed no closer than seven and one-half (7.5) feet to a Lot line.

5. **Zero Lot-line Construction.**

(a) For purposes of this Supplemental Declaration, the "Zero Lot Line" is the side Lot line along which no Private Maintenance Easement (as defined below) is shown on the plat of Phase 6A.

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(b) Side setbacks on all Lots except Lot 6 shall be fifteen (15) feet along the Lot line opposite the Zero Lot Line. The side setback on Lot 6 along the Lot line opposite the Zero Lot Line shall be twenty (20) feet. The rear setback on each Lot shall be fifteen (15) feet from the rear Lot line.

(c) The foundation of the Dwelling must be constructed immediately adjacent to the Zero Lot Line. The roof overhang, water meter and dryer vent for a Dwelling may extend into the air space of the Private Maintenance Easement of the adjacent Lot.

(d) No windows, doors or glass block may be installed in any wall constructed on or parallel to and within seven (7) feet of the Zero Lot Line. For example, a Dwelling wall abutting an interior patio where such wall is seven (7) feet from and parallel to the Zero Lot Line may contain windows, doors and/or glass blocks, whereas such a wall located six (6) feet from the Zero Lot Line may not contain such elements. Windows, doors and glass block may be set in walls lying perpendicular to the Zero Lot Line. Owners are encouraged to use solar tubes to increase natural light to interior rooms.

6. Design Guidelines. The exterior styling of Improvements and Dwellings in Phase 6A shall incorporate light, French country design elements. The Architectural Committee will publish and promulgate Design Guidelines that will incorporate light, French country design elements. The Design Guidelines are meant to illustrate the general intent of Phase 6A Development and are intended to be a guide for the Architectural Committee in reviewing plans and specifications. The Design guidelines are not binding on the Architectural Committee and shall not, in every event, constitute the basis for approval or disapproval of plans, specifications and other materials submitted to the Architectural Committee for approval.

7. Private Maintenance Easement.

(a) All easements shown on the Plat of Phase 6A are incorporated herein by reference. Each private maintenance easement ("Private Maintenance Easement") shown on the Plat of Phase 6A is for the benefit of the Lot located immediately adjacent to the Private Maintenance Easement. The owner of the benefitted Lot and their contractors and/or agents may use the Private Maintenance Easement for purposes of constructing and maintaining the Dwelling, wall and fence that are constructed on the benefitted Lot along the Zero Lot Line. The Private Maintenance Easements are nonexclusive and the owner of the Lot burdened by each such Private Maintenance Easement may use such area provided such use does not interfere with the benefitted Lot owner's right to use such easement.

(b) Any work performed by an Owner on a Lot owned by another Owner shall be performed in compliance with all applicable laws in a manner not to unreasonably interfere with the use of the burdened Lot. Upon completion of work the Private Maintenance Easement area shall be restored to a condition equal to or better than that existing prior to the work, except to the extent fences are removed to accommodate the Dwelling and associated patio walls.

(c) **ANY OWNER PERFORMING ACTIVITIES IN THE PRIVATE MAINTENANCE EASEMENT AREA SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE OTHER OWNER FROM AND AGAINST ALL LIABILITIES, DAMAGES, LOSSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES), EXPENSES, CAUSES OF ACTION, SUITS, CLAIMS OR JUDGMENTS ARISING FROM INJURY TO PERSON OR PROPERTY AS A RESULT OF SUCH WORK, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER OWNER.**

8. In the event of a conflict between the Declaration and this Supplemental Declaration concerning a Lot in Phase 6A, the provisions of this Supplemental Declaration will control.

Witness the hand of an authorized representative of Declarant on the acknowledgment date noted below.

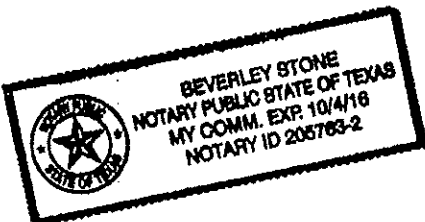
HOMEWOOD, LLC

By: Anne R. Carter
Anne R. Carter, Member

STATE OF TEXAS § (ACKNOWLEDGMENT)
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 11th day of March, 2016, by Anne R. Carter, Member of Homewood, LLC, a Texas limited liability company, on behalf of said company.

Beverley Stone
Notary Public, State of Texas



CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of the lien on a portion of the Property, consents to the foregoing Supplemental Declaration and the covenants, conditions, restrictions and easements contained therein, and lienholder hereby subordinates its lien to the rights and interests of the Supplemental Declaration, such that a foreclosure of the lien shall not extinguish the covenants, conditions, restrictions and easements contained in the Supplemental Declaration.

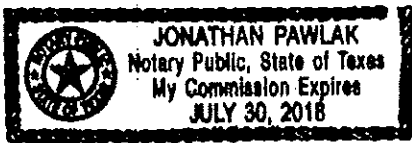
PROSPERITY BANK

By: [Signature]
Name: Jamie Lander
Title: Branch President

THE STATE OF TEXAS § (ACKNOWLEDGMENT)

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 11 day of March, 2016, by Jamie Lander, Branch President of PROSPERITY BANK, on behalf of said banking institution.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
The Ellison Firm
P.O. Box 10103
College Station, Texas 77842-0103

PREPARED IN THE LAW OFFICE OF:
The Ellison Firm
302 Holleman Drive East, Suite 76
College Station, Texas 77840-7000

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01258431 OR 13234 188

Filed for Record in:
BRAZOS COUNTY

On: Mar 15, 2016 at 02:07P

As a
NO LABEL RECORDING

Document Number: 01258431

Amount 38.00

Receipt Number: 569783

By:
Patsy Montalbano

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Mar 15, 2016

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY