

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**WOODLAND FARMS OF CHAPPELL HILL, SECTION 3 FARM AND RANCH**

6775

THE STATE OF TEXAS §  
COUNTY OF WASHINGTON § KNOW ALL MEN BY THESE PRESENTS:

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by WOODLAND FARMS OF CHAPPELL HILL, LP. A Texas limited partnership ("Declarant").**

**WHEREAS**, Declarant is the owner of that certain real property described as Section 3 Block 1 consisting of consisting of nine (9) Lots more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, located in Washington County, Texas ("the Property");

**WHEREAS**, Declarant desires to impose upon the Property certain uniform and common covenants, conditions and restrictions as more particularly set forth herein.

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and the Declarant.

**ARTICLE I DEFINITIONS**

**Section 1.** "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Lot out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 2.** "Property" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the ACC.

**Section 3.** "Common Area" (if any), shall mean all real property owned by the ACC for the common use and benefit of the Owners of the Lots including any area for community mailboxes.

**Section 4.** "Lot" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision plat of the Property but excluding the Common Area.

**Section 5.** "Declarant" shall mean and refer to Woodland Farms of Chappell Hill LP and its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Lots in the undeveloped state but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "Developed Lot" shall mean any parcel of land subdivided out of the Property.

**Section 6.** "ACC" shall mean the Architectural Control Committee.

**Section 7.** "Main Roads" shall mean, as shown on the recorded subdivision map of the Property.

**ARTICLE II**  
**USE RESTRICTIONS AND ARCHITECTURAL CONTROLS**

**Section 1. Construction of Improvements.** Each Lot shall be used only for single-family residence purposes and improvements for agricultural use as defined hereafter and shall be in compliance with the following:

- 1.01 The main residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, with a living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants quarters) shall not be less than two thousand (2000) square feet a private garage for not more than five (5) cars, and other structures (including guest houses or servants' quarters). Other structures shall not exceed the main residence in height and may be permanently occupied only by a member of the family occupying the main residence on the Lot, ranch manager and employees, or by domestic servants employed on the premises. The design of other structures shall be consistent with the main residence.
- 1.02 Sheds and small storage buildings are permitted. These improvements must be specifically approved by the ACC.
- 1.03 Manufactured and/or mobile homes and/or modular homes are strictly prohibited.
- 1.04 Detached carports are prohibited unless specifically approved by the ACC.
- 1.05 No garage doors facing the street are allowed.

**Section 2. Architectural Control.** No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a site plan showing the location of the structure or improvements have been submitted to and approved, in writing by the ACC, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation and consistent with a design that is compatible with the country setting and style in the Washington-Chappell Hill area. Unconventional, extreme, and nonconforming design is discouraged. The ACC shall be comprised with two members and exercise sound discretion when considering contemplated improvements. The initial members of the ACC shall be Terry S. Ward and Isabelle Orrick. If there exists at any time one or more vacancies in the ACC, the remaining member or members of the ACC may designate successor member(s) to fill such vacancy or vacancies. The ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the ACC fails to indicate its approval or disapproval within sixty (60) days after the receipt of the required documents, approval will not be required, and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and

responsibilities of the ACC to the ACC when one hundred percent (100%) of all Lots and any other areas annexed to the Property have been conveyed to Owners, and the term "Architectural Control Committee" or "ACC" herein shall include the ACC as such assignee. The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. The ACC may charge a reasonable fee not to exceed the sum of \$250.00 to retain an architect to review plans engineering and specifications for improvements.

The ACC may, but shall not be required to, from time to time promulgate an outline of minimum acceptable architectural and/or construction guidelines; provided, however, that such outline will serve as a minimum guideline and the ACC will not be bound thereby. The ACC may provide detailed style or construction specifications in the Architectural Guidelines, and the ACC may from time to time amend and update the Architectural Guidelines.

The ACC shall have the power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof; and provided further, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property, improvements or the Owners thereof. Furthermore, such variances and adjustments as may be granted hereunder may include without limitation the height, size and building setback restrictions as set forth herein or on the plat maps for the subdivision.

**Section 3. Minimum Square Footage within Improvements.** The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall not be less than two thousand (2,000) square feet. The ACC, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances when in its sole judgment, such deviations would result in a beneficial common use consistent with the Subdivision. Such approvals must be granted in writing in recordable form and when given shall become a part of these restrictions to the extent of the particular Lot involved.

**Section 4. Exterior Materials.** Unless otherwise approved by the ACC, in its sole and exclusive discretion, the exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry, stucco, hardiplank, cedar, or other wood siding

**Section 5. Location of the Improvements Upon the Lot.** No building or other improvements shall be located on any Lot nearer than:

- a. one hundred fifty feet (150') to the Main Roads; and
- b. one hundred feet (100') to the side or rear Lot line.

**Section 6. Composite Building Site.** Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site with the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Lot lines rather than from the singular Lot lines.

**Section 7. Easements.** As shown on the recorded plat, easements for installation and maintenance of utilities are reserved (or will be reserved) by Declarant, and no structure of any kind shall be erected upon any of said easements.

The Owner shall maintain all the easements, located on their lot, if any. Maintaining includes but is not limited to cutting of the drainage ditches, keeping the easement area clean and free of debris and trash. Neither Declarant nor any utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

As shown on the recorded plat, the easements for the Main Roads are wider than the actual paved surface of the Main Roads. The Main Roads shall be constructed according to plans and specifications approved by Washington County, Texas, for maintenance by Washington County, Texas. However, each Lot Owner shall be solely responsible for the maintenance of any driveways from a Main Road to the Lot from that point where such driveways tie into the Main Road.

Additionally, each Lot owner is responsible and shall cut the grass and maintain the surface of any easement, ditch areas or unimproved right of way from the main road that borders their property.

**Section 8. Prohibition of Trade and Offensive Activities.** No retail, industrial, multifamily construction, office building, or mixed-use commercial construction, shall be allowed on any Lot. Noxious or offensive activities of any sort including loud noises, or anything done on any Lot that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted.

**Section 9. Use of Temporary Structures.** No structures of a temporary character, including but not limited to, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence. Buildings used for accessory or storage purposes shall be limited to not more than two and one-half (2-1/2) stories in height and shall be subject to approval of the ACC. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and slightly and shall be removed immediately after completion of construction.

**Section 10. Storage of Automobiles, Boats, Trailers and other Vehicles.** No boat trailers, boats, travel trailers, automobiles, trucks, tractor-trailers, campers or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot. No inoperable boat trailers, boats, travel trailers, automobiles, trucks, tractor-trailers, campers or vehicles of any kind shall be semi-permanently or permanently stored on any Lot.

**Section 11. Mineral Operations.** No oil, gas or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted upon or in any Lot. No wells (excluding water wells and septic tanks), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

**Section 12. Agricultural Use.** For purposes hereof, the term "agricultural use" shall be limited as follows:

12.01 Raising of livestock, and poultry shall be permitted; however, commercial feed Lot type operations and commercial poultry, swine and kennel operations are strictly prohibited.

12.02 Livestock shall be limited to one (1) animal unit for every two (2) acres, except sheep or goats which shall be limited to one (1) animal units per acre shall be allowed. Swine shall be limited to one (1) animal units per three (3) acres.

12.03 Any animal with un-weaned offspring shall be deemed and considered to be a single animal unit. Otherwise each head of cattle or other livestock shall be deemed to a single animal unit.

12.04 Where a combination of types of animal units are kept on a Lot, the total number allowed shall be determined by allocating one (1) acre per animal unit, regardless of kind, except for sheep and goats, in which case two animal units shall be allowed to the acre(s) allocated for sheep or goats. No swine shall be permitted except for those used solely for 4H, FFA Club, or similar organization projects, and then not to exceed two (3) head per 4H or FFA Club member.

12.05 Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit", provided they are kept, bred or maintained for non-commercial purposes. Pets shall not be permitted to roam freely. At all times, owners of dogs and cats must be able to exhibit current rabies vaccination from a licensed veterinarian.

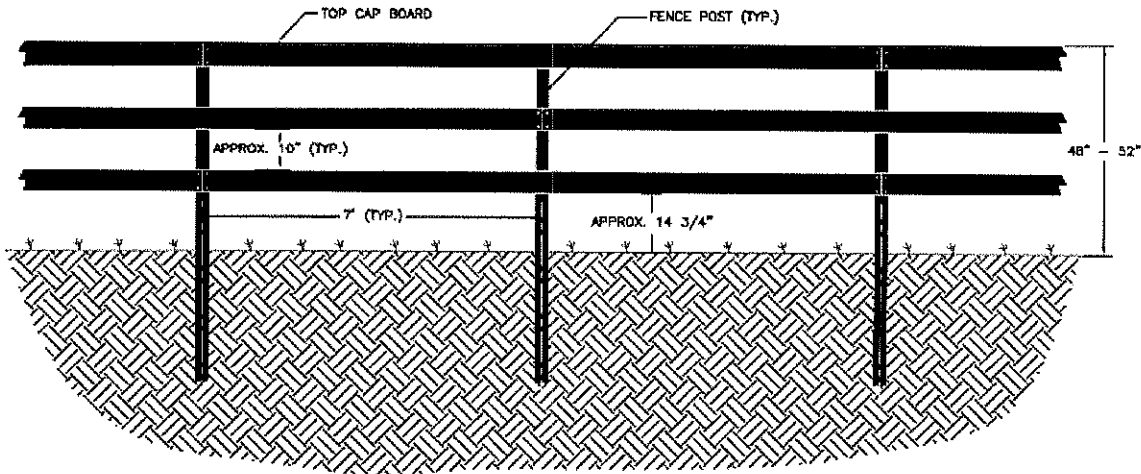
12.06 All pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

12.07 All pens, houses, and other areas where poultry including chickens, geese, ducks, turkey, and guineas are raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

**Section 13. Commercial use.** Commercial activity, whether for profit or not, open to the public or business invitees is prohibited. Similarly, except for limited agricultural use as above provided, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See Section 8 above.

**Section 14. Walls, Fences and Hedges.** As part of the common scheme and plan as shown on the recorded plat, Owner is not required to fence, however, if Owner chooses to fence the main road frontage on the Main Roads shall be fenced and constructed as specified hereafter ("the Main Road Fence"). The specifications for the Main Road Fence are as follows:

If fencing is built along public road frontage, the fence shall be built on the front property line. Main Road Fence shall be constructed of treated pine or cedar or similar natural hardwoods and painted black. The fence shall be fifty-two (52") in height. The vertical supports (posts) of the fence shall be four inches by four inches (4"x4") on seven-foot centers. There shall be three (3) equidistant horizontal cross-members of the fence. The cross-members shall be (2" X 6" planks). The lowest horizontal member shall be fifteen inches (15") from ground level. The other two (2) horizontal cross-members shall be approximately ten inches (10") apart. As shown below in fencing detail below.



FENCING DETAIL  
NTS

Any other privacy walls, fences, or hedges that obstruct views of the Lots from the Main Roads shall be approved by the ACC prior to commencing construction. Any privacy walls, fences, or hedges erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot, and it shall be Owners of the Lots responsibility to maintain said walls, fences, or hedges thereafter. Hurricane-type or chain-link fences are strictly prohibited and forbidden, and no variance for same will be granted.

**Section 15. Lot Maintenance.** The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary healthful, attractive manner and shall in no event use any Lot for storage of vehicles, material, and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Lot owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Lot (or on an as needed basis) as long as such service is not provided and required by a municipality. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum.

**Section 16. Trash containers, dumpsters or any object holding or storing trash.** Trash containers, dumpsters or any object holding or storing trash must be out of sight of the all public or private roads surrounding or going through Woodland Farms of Chappell Hill. Storing or placing and trash containers, dumpsters or any object holding or storing trash at or near driveway near the road, or the road frontage of property is strictly prohibited.

Moveable Trash containers may be put at the entrance of a Lot near the road, the night before or the morning of a scheduled trash pickup day by a hired garbage company and hauler. The moveable containers shall be removed from the road area the same day of the trash pickup day.

**Section 17. Mail boxes, newspaper holders.** The placement of mail boxes, newspaper holders or any other containers or apparatus to receive deliveries or for pick up are prohibited, if not allowed by the postal service.

**Section 18. Signs, Advertisements and Billboards** Except for entrance, street, directional, traffic control, and safety signs, and such promotional signs as may be maintained by Declarant and Participating Builders, or agents or contractors thereof, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about the property.

No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any Lot except one standard realtor or for sale by owner sign for each building site, of not more than two feet by two feet, advertising the property for sale, provided that Declarant, or its assigns, may maintain, as long as it owns property in the Subdivision, in or upon such portions of the Property as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

**Section 19. Roofing Materials.** The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with composition shingles, metal or slate acceptable to and approved by the ACC. Any other type of roofing material shall be permitted only at the sole discretion of the ACC upon written request.

**Section 20. Maximum Height of Antennae.** No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, residences, or buildings except as approved by the ACC. Television antennae may be attached to the residence provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall or on a sidewall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than fifty feet (50') from ground level and must have ACC approval as to the placement of the antennae on the Lot. No portion of any Lot shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility. Placement of microwave towers, cellular communication towers, and ham operator communication towers are strictly prohibited.

**Section 21. Re-subdivision.** Declarant may subdivide any of the Lots at its discretion. A Lot Owner may subdivide a Lot; provided however, each subdivided Lot shall have not less than fifteen (15) acres once subdivided. The location of improvements on any subdivided Lot shall comply with the setbacks in Section 5 above. All subdividing by an Owner must be approved by the ACC and platted to the rules and laws of Washington County and the State of Texas.

**Section 22. Septic Systems.** Prior to occupancy of a home, or any livable building each Lot Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining Lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

**Section 23. Water System.** Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.

**Section 24. Wildlife Habitat Management Area.**

- 24.01 It is the intent that Woodland Farms of Chappell Hill sections 1 and 3 be operated as a Wildlife Habitat Management Area. The Property shall be operated as a Wildlife Habitat Management Area so as to qualify for the 1-d-1(open space) wildlife agricultural use exemption. All Lots shall be improved, used, and maintained as an integral part of the Wildlife Habitat Management Area in compliance with the Wildlife Habitat Management Plan and survey developed by the Declarant.
- 24.02 Declarant shall designate and appoint an initial Wildlife Habitat Management Committee consisting of three (3) or more persons who shall be representatives of the Declarant or are Owners. This committee shall serve to maintain the Property as a Wildlife Habitat Management Area. Any vacancy on the Committee shall be filled by Declarant. The committee may act on the affirmative vote of the majority of the committee members. Declarant may make, but shall not be obligated to make, an irrevocable; assignment of its power to designate and appoint persons to serve on the Wildlife Habitat Management Committee to the Architectural Control Committee or the Wildlife Habitat management committee.
- 24.03 All buildings, fences, driveways or other structures shall be constructed and maintained in accordance with the Wildlife Habitat Management Plan. In order to assure that all construction of buildings, fences, driveways and other structures complies with the Wildlife Habitat Management Plan, all plans and specifications relating to the construction of such structures shall be submitted to the Wildlife Habitat Management Committee for review and approval in writing. Approval of this Committee shall not be unreasonably withheld. In the event that any plans and specifications are submitted to the Wildlife Habitat Management Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of Thirty (30) days following such submission, then in this event the plans and specifications shall be deemed approved by the Committee.
- 24.04 Each Owner and Lot shall be subject to the rules and regulations of the Woodland Farms of Chappell Hill Wildlife Habitat Management Committee ("Committee") to assist the Owners in the governing and operation of the Property as a Wildlife Habitat Management Area. Each Owner of a Lot acknowledges that in order to qualify for the Wildlife Habitat Management 1-d-1(open space) wildlife agricultural use exemption, it is the responsibility of each Owner to timely submit to Washington County appraisal district an annual application for such Wildlife Habitat Management Property as well as a Wildlife Habitat Management plan for their Lot to be part of the Wildlife Habitat Management Area.
- 24.05 Each Owner shall pay a fee ("Fee") of initially \$100. 00 per year per Lot to the Declarant or the Woodland Farms of Chappell Hill Wildlife Habitat Management committee for use in retaining and paying a wildlife consultant to prepare and file with Washington County the required annual Wildlife Habitat Management Plan and other



documentations needed for securing compliance with the Wildlife Habitat Management Plan. Such fee is subject to increase annually as the cost of the services of the wildlife consultant increases. In the event an Owner owns more than one Lot, owner will pay fee for each lot owned. Fees may be increased or decreased only upon majority vote of the Wildlife Habitat Management Committee upon written notice to each owner. Fees shall be due and payable on January 1 of each year or when an Owner purchases a Lot, for the upcoming year. Fees shall be prorated for partial year ownership.

In the event an Owner does not pay the Fee timely, Declarant or the Wildlife Habitat Management Committee may charge interest on the unpaid portion of the Fee until paid at the rate six (6%) percent per annum. In the event an Owner refuses to pay the Fee(s) Declarant or the Wildlife Habitat Management Committee may file suit against the Owner for collection of the Fee(s) and such Owner shall be liable for all reasonable attorney fees and expenses incurred by Declarant or the Wildlife Habitat Management Committee in the collection of the Fee(s). Declarant may make, but shall not be obligated to make, an irrevocable assignment of this power to collect Fees to the Wildlife Habitat Management committee and/or Architectural Control Committee.

24.06 In the event an Owner of any Lot shall fail to maintain his/her Lot and the improvements thereon in a manner consistent with the Wildlife Habitat Management Plan, the Declarant or the Wildlife Habitat Management Committee shall have the right but shall not have the obligation to enter upon said Lot and to bring the Lot into compliance with the Wildlife Habitat Management Plan at the expense of the Owner. Declarant or the Wildlife Habitat Management committee shall also have the authority to enforce these covenants by legal action. However, prior to entering said Lot the Declarant or Committee shall provide the Owner thirty (30) day written notice of the needed work to bring the Lot into compliance with the Wildlife Habitat Management Plan.

At any time, Declarant, Wildlife Habitat Management Committee and the Architectural Control Committee may make an irrevocable assignment of all their powers related to the Wildlife Habitat Management Area and Wildlife Management Plan to a non-profit association composed of Owners if formed.

**24.07 DECLARANT DOES NOT REPRESENT OR GUARANTEE TO ANY OWNER THAT THE WILDLIFE HABITAT MANAGEMENT PLAN WILL QUALIFY FOR THE 1-D-1 (OPEN SPACE) WILDLIFE AGRICULTURAL USE EXEMPTION AND/OR WILL BE GRANTED OR CONTINUED BY WASHINGTON COUNTY. EACH OWNER OF A LOT, BY ACCEPTING A DEED TO SUCH LOT, HEREBY RELEASES DECLARANT, ITS AGENTS AND EMPLOYEES INCLUDING BUT LIMITED TO TERRY S. WARD FROM ALL DAMAGES, CLAIMS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE DENIAL OR LOSS AT ANYTIME OF THE WILDLIFE MANAGEMENT 1-D-1(OPEN SPACE) WILDLIFE AGRICULTURAL USE EXEMPTION AND ANY OTHER VALUATION OF EACH LOT OWNED BY AN OWNER.**

**ARTICLE III**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Declarant, ACC, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, ACC or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first fifty (50) year period by an instrument signed by those Owners of the Lots owning not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by those Owners of the Lots owning not less than seventy-five percent (75%) of the Lots. Declarant may amend this Declaration without approval or consent of Owners of the Lots by an instrument signed by it any time during a period ending on the earlier of two (2) years from the date of recordation of this instrument or when the Declarant has sold ninety percent (90%) of the Lots. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Deed Records of Washington County, Texas.

**Section 5. Annexation.** Declarant may annex additional residential property to the Property without approval or consent of Owners of the Lots.

**Section 6. Gender and Number.** Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**Section 7. Headings.** The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

**Section 9. Retention of Rights by Declarant.** Declarant retains the right to enforce deed restrictions by Declarant or a period of ten (10) years after all Lots are sold. Declarant will advise the ACC of any failure to comply with the deed restrictions. Declarant may enforce deed restrictions of the Meadows of Chappell Hill Declaration of Covenants, Conditions, and Restrictions.

**Section 10. Effectiveness** These Amended and Restated Declaration of Covenants, Conditions and Restrictions shall supersede those Declaration of Covenants, Conditions and Restrictions recorded in Washington County Volume 1671 pages 789 through 798 and those Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Washington County Volume 1677 pages 156 through 169.

SIGNED the 25 day of September 2019.

DECLARANT:

WOODLAND FARMS OF CHAPPELL HILL LP

By: REAL ESTATE HOLDINGS, INC.,  
General Partner

BY: Terry S. Ward  
Terry S. Ward, President

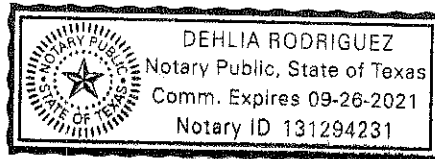
THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on September 25<sup>th</sup>, 2019, by Terry S. Ward, President of REAL ESTATE HOLDINGS, INC., a Texas corporation, General Partner of WOODLAND FARMS OF CHAPPELL HILL LP, a Texas limited partnership on behalf of said corporation and in the capacity therein stated.

[Signature]  
Notary Public, State of Texas



CONSENT AND SUBORDINATION

CITIZENS STATE BANK ("Lienholder") joins herein solely for the purpose of subordinating the liens held by it of record upon the Property to the covenants, conditions and restrictions hereby imposed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

CITIZENS STATE BANK

By: [Signature]

Name: Cory Fletcher

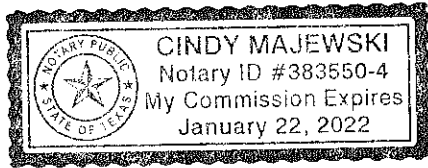
Title: Vice President

STATE OF TEXAS

COUNTY OF Washington

§  
§  
§

This instrument was acknowledged before me on the 17th day of October, 2019, by Cory Fletcher, V.P., of CITIZENS STATE BANK a Bank on behalf of said Bank.



[Signature]  
Notary Public in and for the State of Texas

# Exhibit "A"

## Page 1 of 2

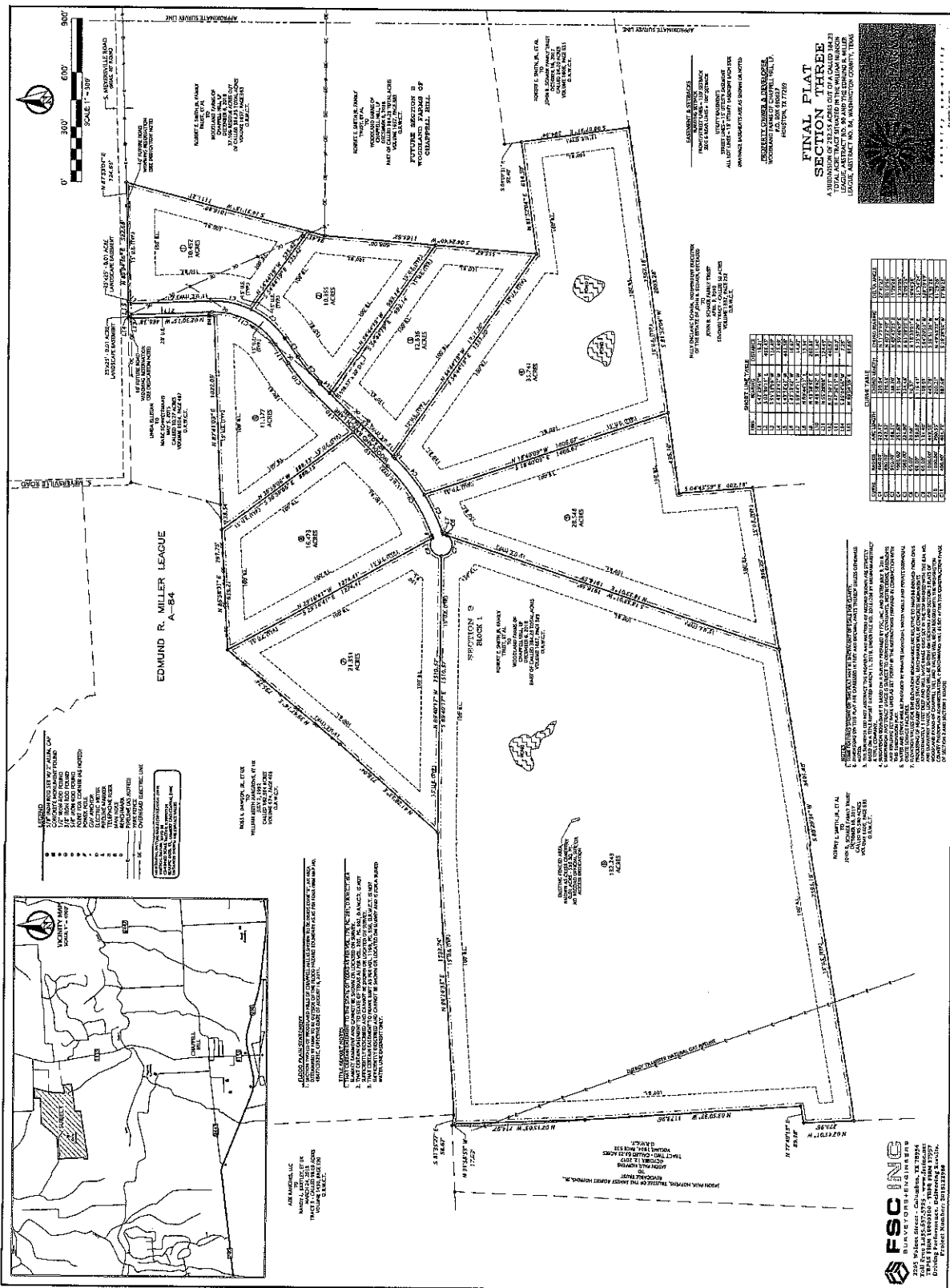


Exhibit "A"  
Page 2 of 2

BATT CO 1800

**GENERAL INFORMATION**  
 THE INSTRUMENT IS A(n) WARRANT FOR THE PURPOSE OF RECORDING THE INSTRUMENT IN THE PUBLIC RECORDS OF WASHINGTON COUNTY, TEXAS.  
 THE INSTRUMENT IS FILED FOR RECORD ON 15th DAY OF May 2019.  
 THE INSTRUMENT IS FILED FOR RECORD AT 15th DAY OF May 2019.  
 THE INSTRUMENT IS FILED FOR RECORD AT 15th DAY OF May 2019.

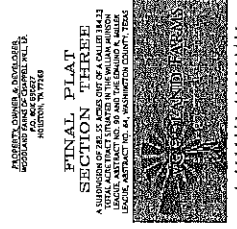
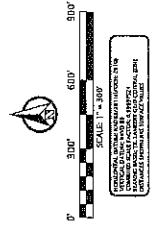
**COMMISSIONER'S ACKNOWLEDGEMENT**  
 I, Beth Rothermel, County Clerk of Washington County, Texas, do hereby certify that the instrument described herein was duly recorded in the public records of Washington County, Texas, on the 15th day of May, 2019, at 1:54 PM.  
 My Commission Expires 15th Day of May, 2019.  
 Beth Rothermel  
 County Clerk of Washington County, Texas

**NOTARY PUBLIC ACKNOWLEDGEMENT**  
 I, Christine Bulluck, Notary Public for Washington County, Texas, do hereby certify that the instrument described herein was duly recorded in the public records of Washington County, Texas, on the 15th day of May, 2019, at 1:54 PM.  
 My Commission Expires 15th Day of May, 2019.  
 Christine Bulluck  
 Notary Public for Washington County, Texas

**STATE OF TEXAS**  
**COUNTY OF WASHINGTON**

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on **OCT 28 2019**  
 Beth Rothermel  
 Beth Rothermel, County Clerk  
 Washington County, Texas

**FILED FOR RECORD**  
**WASHINGTON COUNTY TEXAS**  
**2019 OCT 25 PM 3:26**  
 Beth A. Rothermel  
 WASHINGTON COUNTY CLERK



THIS INSTRUMENT IS A(n) WARRANT FOR THE PURPOSE OF RECORDING THE INSTRUMENT IN THE PUBLIC RECORDS OF WASHINGTON COUNTY, TEXAS.  
 THE INSTRUMENT IS FILED FOR RECORD ON 15th DAY OF May 2019.  
 THE INSTRUMENT IS FILED FOR RECORD AT 15th DAY OF May 2019.

