DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WOODLAND MEADOWS LANDOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FAYETTE §

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by WOODLAND MEADOWS LANDOWNERS ASSOCIATION, INC., A Texas company ("Declarant").

WHEREAS, Declarant is the owner of that certain 47 acres of real property described as more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, located in Fayette 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. "Association" shall mean and refer to the Woodland Meadows Landowners Association, Inc., its successors and assigns.

Section 2. "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 3. "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 Association.

Section 4. "Common Area", if any, shall mean all real property owned by the Association for the common use and benefit of the Owners of the Lots including area containing community mailboxes, entrances to the development and easements of the Property.

Section 5. "Lot" shall mean and refer to any parcel of land out of the Property and/or shown upon any recorded subdivision instrument of the Property but excluding the Common Area.

Section 6. "Declarant" shall mean and refer to Woodland Meadows Landowners Association, Inc. 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 7. "ACC" shall mean the Architectural Control Committee.

Section 8. "Main Roads" shall mean, as shown on the recorded subdivision instrument of the Property.

ARTICLE II
MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Members. Every owner of a Lot will be a member of the Association; membership will be appurtenant to and may not be separated from ownership of a lot.

Section 2. Voting. The Association will have two classes of voting members as follows:

Class A. Class A members will be all owners with the exception of Declarant and will be entitled to one vote for each Lot owned by such Class A member. When more than one person holds an interest in a given Lot, all such persons will be members and the vote for such Lot will be exercised as they may determine among themselves. In no event may more than one vote be cast with respect to any Lot owned by Class A members.

Class B. The Class B member will be Declarant, who will be entitled to exercise ten votes for each Lot owned by the Declarant. The Class B membership will cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on March 1, 2025, whichever first occurs.

ARTICLE III
USE RESTRICTIONS AND ARCHITECTURAL CONTROLS

Section 1. Construction of Improvements. Each Lot shall be used only for single-family residence purposes 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 two hundred (2,200) 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, 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 on any buildings built on the Lot are allowed.

1.06 (a) No vertical landscaping shall be built in the County road easement/setback, and (b) any vertical landscaping entrance into a Lot must be approved by the ACC.

Section 2. Architectural Control and Approval of Builders. 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 Woodland Meadows area. Unconventional, extreme, and nonconforming design is discouraged. The ACC shall be comprised with three members and shall exercise sound discretion when considering contemplated improvements. The initial members of the ACC shall be Terry S. Ward, Darlene 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 Association 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 Association 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 Association 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.

Further, all builders performing construction on a Lot must be pre-approved in advance by Developer in its sole discretion.

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 two hundred (2,200) 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. seventy-five feet (75') to the Main Roads; and

b. twenty-five feet (25') 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. Minimum Setbacks for Preservation of Existing Native Vegetation. A minimum 15-foot wide native vegetation buffer zone shall be maintained on the Lot undisturbed; and, removal or trimming of trees, brush or any other vegetation within such 15-foot wide native vegetation buffer zone on the Lot is expressly prohibited except necessary for any public utility easements. For reference purposes only, an example of such 15-foot wide native vegetation buffer zone is as set forth on Exhibit B attached hereto.

Section 8. Easements. 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.

The Main Roads shall be constructed according to plans and specifications approved by Fayette County, Texas, for maintenance by Fayette 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 9. 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 10. 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 sightly and shall be removed immediately after completion of construction.

Section 11. Storage of Automobiles, Boats, Trailers and other Vehicles. No boat RV's, 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 12. 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 13. Firearms No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except as follows:

a. for the protection of Owners of the Lots and their property or animals from predators or nuisance varmints;

b. Upon written permission of the Association.

Section 14. Agricultural use. Any keeping or raising of animals, except for common domesticated household pets, such as dogs and cats, is expressly prohibited. In no event may more than five (5) total domesticated household pets, no more than three (3) of which housed outside be kept on any Lot. At all times Owners with domesticated household pets must be able to demonstrate proof of rabies vaccinations from a licensed veterinarian. No pets shall be permitted to roam freely. No domesticated household pets shall be kept for breeding or commercial purposes. Livestock, wolves, and exotic pets, including without limitation, reptiles, swine, monkeys, arachnids and large cats or other species of a wild or non-domesticated nature are strictly prohibited.

No more than eight chicken hens allowed on a single-family residential lot. The chicken hens shall be provided with and housed inside a covered structured enclosure at all times, which is located within the rear yard inside of a fenced perimeter enclosure. No covered enclosure shall be located closer than twenty feet to any property line of an adjacent property. The covered enclosure shall not be located closer than 30 feet to any residential structure on an adjacent property. Covered enclosure and surrounding area must be kept clean at all times. Roosters and breeding poultry are strictly prohibited.

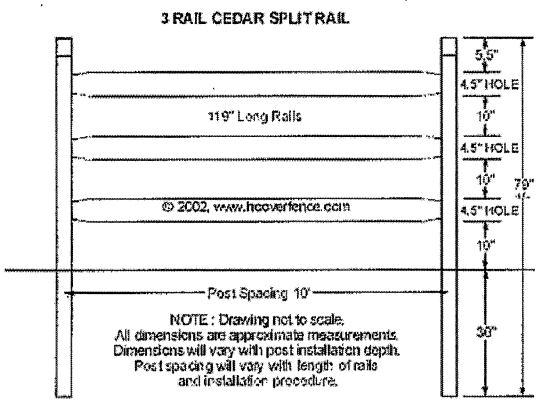
Section 15. Commercial use. Commercial activity, whether for profit or not, open to the public or business invitees is prohibited. Similarly, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See Section 8 above.

Section 16. Fences. The Developer has (or will have) installed split-rail fencing in front of each Lot along the main common road (the Main Road Fence"). Owners are required and must

maintain the split rail fencing that is on the front property line of their Lots, from corner to corner of their side property lines.

The fence is built on the front property line of each Lot travelling down the front of each Lot from side property line to side property line. The Fence must be constructed of treated cedar posts and rails. When repairs are made it must be done with the exact dimensions as the existing split rail fence with the exact same/type of materials and color.

The specifications of the fence are shown as follows:



Hurricane-type or chain-link fences are strictly prohibited and forbidden anywhere in the development, and no variance for same will be granted. No vertical landscaping shall be built in the County Road easement/setback, and any vertical landscaping entrance into a Lot must be approved by the ACC.

Section 17. 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. The Association may, at its option, allow each Lot Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article IV hereof. 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 18. 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 Meadows. Storing or placing any 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 19. Mail boxes, newspaper holders, landscaping, wall columns and sign. The placement of mail boxes, newspaper holders or any other containers or apparatus to receive deliveries or for pickup of items located on Lots is prohibited. Developer has installed (or, will install) a community mail box along the main entrance road for all addresses, Lots, etc. in the development. The Woodland Meadows Land Owner Association will be responsible for maintaining the mail box, keeping it in good condition and accessible to all owners. Further, the Woodland Meadows Land Owner Association shall also be responsible for the front entrance landscaping wall columns and subdivision sign.

Section 20. 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 builders, or agents or contractors thereof, or the Association, 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 21. Roofing Materials. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with composition shingles, tiles, 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 22. 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. Antennae, either freestanding or attached, 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 23. Re-subdivision. Declarant may subdivide any of the Lots at its discretion. A Lot Owner may not subdivide a Lot.

Section 24. 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 Fayette 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 25. 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 Fayette County, Texas.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; provided, the maximum annual assessment shall initially be $500 for each Lot as described below in Section 3, (2) special assessments for capital improvements, for repayment of funds borrowed and used in payment of capital improvements, (3) other assessments lots maintain assessments of article III section 15 for mowing Lots, removing trash, or other purposes. Such assessments shall be established and collected as hereinafter provided. The annual, and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Association without recourse on Declarant in any manner for the payment of said charge and indebtedness. Declarant/developer and general partner shall be exempt from all assessments. Notwithstanding anything herein to the contrary, no assessments shall be payable by Declarant for each Lot owned by Declarant. Any loan or advance by Declarant to the Association for payment of any liability, cost or expense incurred by the Association shall be repaid by the Association to Declarant.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots within the Property and for the improvements and maintenance of the Common Area, if any.

Section 3. First Assessment Payment and Maximum Annual Assessment. Assessments will initiate upon the conveyance of the first Lot to an Owner. The maximum annual assessment (not including assessments for trash, service and other special assessments) shall be the sum of $500.00 of each Lot. From and after January 1, of the second year immediately following the conveyance of the first Lot in the Subdivision, to an Owner, the maximum annual assessment may be increased ten percent (10%) of the maximum assessment for the previous year by an affirmative vote of fifty percent (50%) of the votes of the Owners of the Lots, each Owner or Owners of the Lots being entitled to one vote per each Lot owned, who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment

shall have the assent of two-thirds (2/3rds) of the votes of the Owners of the Lots who are voting in person or by proxy at a meeting duly called for this purpose. Developer will pay special assessments on the lots owned by developer at the time of the special assessments is authorized.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of Article III shall be mailed (by U.S. first class mail) to all Owners of the Lots not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners of the Lots or of proxies entitled to cast sixty percent (60%) of all the votes of the Owners of the Lots shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be fifty-one (51%) of the votes of the Owners of the Lots instead of sixty percent (60%) as required for the first proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 6. Rate of Assessment. All Lots in the Subdivision shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in the Subdivision that are owned by Declarant are exempt from assessment. Lots that are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions hereof. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of the occupancy by a resident change, and the applicable assessment for such Lot shall be prorated according to the rate required during each type of ownership. The rate of assessment for trash services shall be set by the Declarant or the Board of Directors of the Association, whichever is in charge of such at the time.

Section 7. Date of Commencement of Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots in the Subdivision, two (2) years when the first Lot therein is deeded to an owner, a builder or building company by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U. S. first class mail) to every Owner subject thereto. The Board of Directors shall establish the payment dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, if any, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of all the assessments provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to

payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V
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, the Association, 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, the Association, 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 2. Owner's Easement of Enjoyment Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

2.01 The right of the Association to charge reasonable admission and other fees for the use of the Common Area, if any.

2.02 The right of the Association to suspend the voting rights and right to use of the Common Area, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days from each infraction of its published rules and regulations.

2.03 The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of the Lots. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the Owners of the Lots agreeing to such dedication or transfer has been recorded in the Deed Records of Fayette County, Texas.

Section 3. Delegation of Use. In accordance with the Bylaws of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the property.

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 later 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 Fayette County, Texas.

Section 5. Annexation. Declarant may annex additional residential property and/or Common Area 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 8. **Execution by the Association**. The Association, by joining in the execution hereof agrees to be bound by all the terms and provisions of this Declaration.

Section 9. **Retention of Rights By Declarant.** Declarant retains the right to enforce deed restrictions by Declarant or Declarant's agent being an additional member to the board of directors for a period of ten (10) years after all Lots are sold. Declarant will advise board of directors of the Association of any failure to comply with the deed restrictions and bylaws. Declarant may enforce deed restrictions and bylaws of the Woodland Meadows 2022 Declaration of Covenants, Conditions, and Restrictions. Declarant or Declarant's Agent must remain actively engaged in board function, defined as attending ninety percent (90%) of all meetings in person.

SIGNED the 31ST **day of** March **2022.**

DECLARANT:

WOODLAND MEADOWS LANDOWNERS ASSOCIATION, INC.

BY: _____
Terry S. Ward, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 31, 2022, by Terry S. Ward, President of WOODLAND MEADOWS LANDOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation and in the capacity therein stated.

M ISABELLE ORRICK
Notary Public, State of Texas
Comm. Expires 07-26-2025
Notary ID 3267379

_____
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.

CITIZEN STATE BANK

By: _____

Name: Cory Flenchar

Title: Vice President

STATE OF TEXAS §
§
COUNTY OF Washington §

This instrument was acknowledged before me on the 15th day of April 2022, by Cory Flenchar V.P., of CITIZENS STATE BANK on behalf of said of said entity and in the capacity therein stated.

CINDY MAJEWSKI
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #383550-4
Expires January 26, 2026

Cindy Majewski
Notary Public in and for the State of Texas

EXHIBIT A

Field Notes
TRACT 1
47.462 ACRES

FIELD NOTES FOR, 47.462 ACRES (NOW CALLED TRACT 1), BEING 12.670 ACRES WITHIN THE JOHN EBLIN SURVEY, ABSTRACT No. 42, AND 34.792 ACRES WITHIN THE FRANKLIN LEWIS SURVEY, ABSTRACT No. 64, BEING OUT OF AND A PORTION OF A CALLED 105.5 ACRES CONVEYED TO L.L. GAUSE, Jr., IN VOLUME 231, PAGE 420, DEED RECORDS OF FAYETTE COUNTY, TEXAS, AS SHOWN ON THE ATTACHED DRAWING AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

COMMENCING, at a called and found 1/2-inch iron rod for east corner of 17.59 acres conveyed to F. J. Dixon and Agnes E. A. Dixon in Volume 882, Page 640, Official Records of Fayette County, Texas, being on the southwesterly line of the Rutersville Hills Subdivision as recorded in Volume 2, Page 77, Plat Records of Fayette County, Texas, and for the north corner of the said 105.5 acres conveyed to L.L. Gause, Jr.,

THENCE, S 42°03' 00" W, with the northwesterly line of the said 105.5 acres conveyed to L.L. Gause, Jr., for the TWO (2) following bearings and distances;

1) at 954.43 feet, passing a fence post for the south corner of the said 17.59 acres conveyed to F. J. Dixon and Agnes E. A. Dixon, also for the east corner of the remainder of 8.25 acres conveyed to the Nosik Revocable Family Trust in Volume 1880, Page 43, Official Records of Fayette County, Texas,
2) going a further 204.44 feet, for a total distance of 1158.72 feet, to a set 1/2-inch iron rod with cap (marked "RPLS 5394"),

THENCE, S 47°20'35" E, 2069.86 feet, through the interior of the said 105.5 acres conveyed to L.L. Gause , Jr.,to a set 1/2-inch iron rod with cap (marked "RPLS 5394") on a curve in the northerly line of SH 153 (having a variable width),

THENCE, with the said northerly line of SH 153 for the TWO (2), following bearings and distances;

1) with the said curve having, an Arc Length of 821.28 feet, a Radius of, 2824.79 feet, a central angle of 16°39'29", a Chord Bearing of S 67°05'24" W, and a Chord Length of 818.39 feet, to a set 1/2-inch iron rod with cap (marked "RPLS 5394"), at the end of the said curve,
2) S 75°23'09" W, at 39.41 passing the approximate common line between the Franklin Lewis Survey, Abstract No. 64, and the John Eblin Survey, Abstract No. 42; and going a further 416.20 feet, for a TOTAL DISTANCE of 476.61 feet, to a called and found 1/2-inch iron pipe, east corner of 7.554 acres conveyed to Casper Hassall and Carle Hassall in Volume 1659, Page 574, Official Records of Fayette County, Texas,

THENCE, N 47°20'35" W, at 676.62 feet passing the north corner of the said 7.554 acres conveyed to Casper Hassall and Carle Hassall, also for the east corner of 10.38 acres conveyed to Amy Kleinwatcher in Volume 681, Page 910, Official Records of Fayette County, Texas, and going a further 785.88 feet to the north corner of the said 10.38 acres conveyed to Amy Kleinwatcher, for a TOTAL DISTANCE of 1462.50 feet, to a called and found 1/2-inch iron rod, being on the southeasterly line of 28.081 acres conveyed to Larry R. Kahanek and Mary G. Kahanek in Volume 1149, Page 297, Official Records of Fayette County, Texas,

THENCE, N 42°03'00" E, with the said southeasterly line of the 28.081 acres conveyed to Larry R. Kahanek and Mary G. Kahanek, at 549.91 feet passing the said approximate common line between the John Eblin Survey, Abstract No. 42, and the Franklin Lewis Survey, Abstract No. 64, at 558.30 feet further passing a called and found iron rod with cap for the the north corner of the said 28.081 acres conveyed to Larry R. Kahanek and

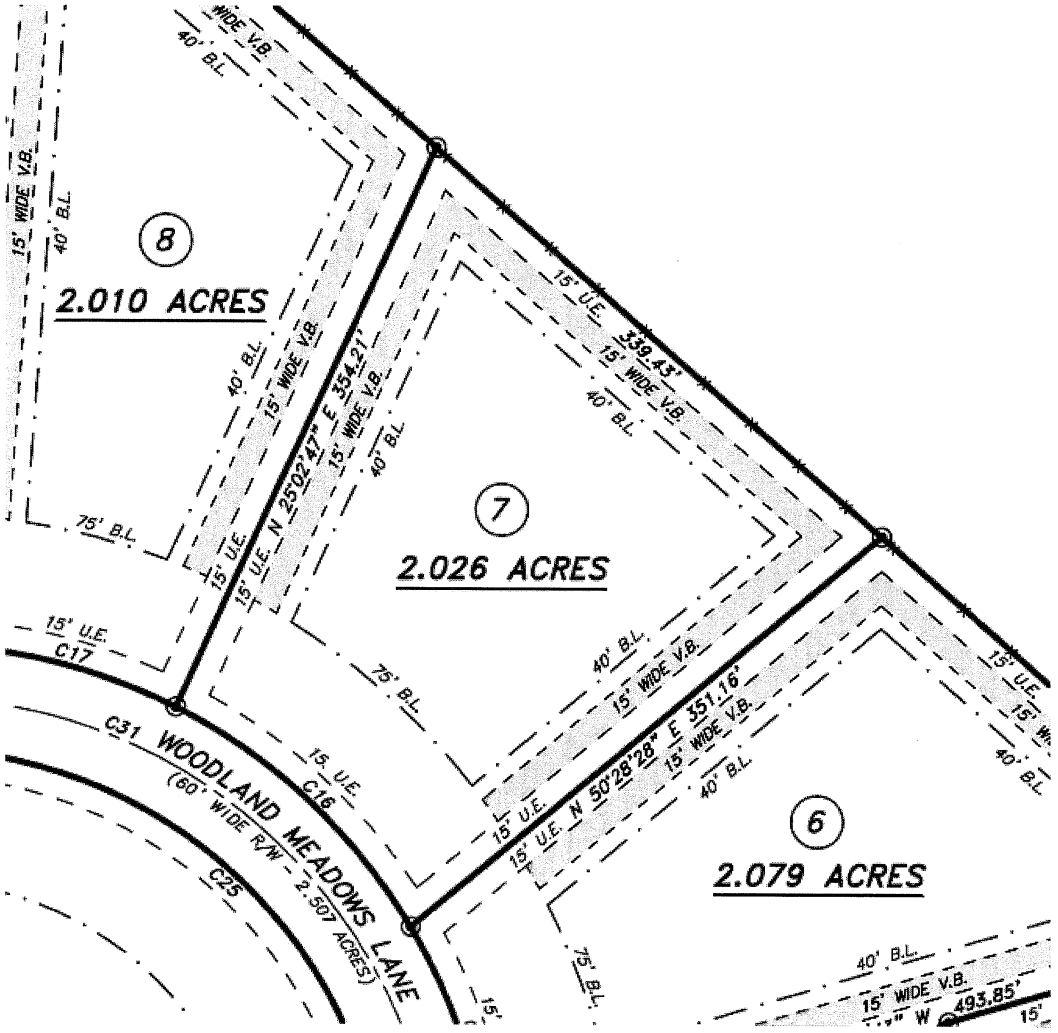
Mary G. Kahanek, also being the south corner of 3.000 acres conveyed to David R. Nosik II, in Volume 1776, Page 165, Official Records of Fayette County, Texas, and going and additional 240.08 feet, passing a called and found iron rod with cap for the the east corner of the said 3.000 acres conveyed to David R. Nosik II, also for the south corner of the said remainder of 8.25 acres conveyed to the Nosik Revocable Family Trust, and going an additional 9.18 feet for a TOTAL DISTANCE of 1145.47 feet to the point of beginning, CONTAINING 47.462 acres more or less in Fayette County, Texas.

With all bearings based on a called N 42°03'00" E, for the north line of the 105.5 acres as described in Volume 231, Page 420, Deed Records of Fayette County, Texas.

EXHIBIT B

Example of 15-Foot Wide Native Vegetation Buffer Zone

WOODLAND MEADOWS SUBDIVISION
VEGETATION BUFFER



NOTE:

15 FEET WIDE VEGETATION BUFFER (15' WIDE V.B.) AREAS SHOWN (SHADED) HEREON SHALL REMAIN UNDISTURBED. REMOVAL OR TRIMMING OF TREES, BRUSH OR ANY OTHER VEGETATION WITHIN THESE AREAS IS PROHIBITED EXCEPT WHEN NECESSARY UTILITY CROSSING ARE REQUIRED.

INST. #:22-02456
Vol:2041 Page:628

This page has been added by the Fayette County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the end of the record.

4/11/2022 10:49:53 AM

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the OFFICIAL RECORDS of Fayette County, Texas as stamped hereon above time.

BRENDA FIETSAM, COUNTY CLERK

Stamp: 15 Page(s)

KS