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**RESTATED AND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WOODS EDGE SECTION TWO  
A SUBDIVISION IN FORT BEND COUNTY, TEXAS**

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

**FOR**

**WOODS EDGE SECTION TWO**

**A SUBDIVISION IN FORT BEND COUNTY, TEXAS**

STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, WOODS EDGE, INC., a Texas corporation (hereinafter referred to as the "Developer"), heretofore executed certain documents (said instruments being more particularly defined and described in Article II, Section 5) thereby imposing on WOODS EDGE SECTION TWO, a subdivision in Fort Bend County, Texas, comprised of 127.487 acres, more or less, in the Samuel Isaac's League, Abstract 35, Fort Bend County, Texas, all those certain reservations, easements, restrictions, covenants, conditions, charges and liens therein set forth for the benefit of the Subdivision and each Owner of Lots thereof; and

WHEREAS, the undersigned are the holders of more than fifty-one percent (51%) of the votes in the Subdivision, and desire to restate, modify and amend the Initial Declaration pursuant to the authority contained therein, and the particulars hereinafter set forth.

NOW, THEREFORE, it is hereby declared that all of the properties within the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes herein collectively referred to as "covenants and restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said properties. The covenants and restrictions shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, predecessors, successors and assigns, and shall inure to the benefit of each Owner thereof.

**Article I**

**Property Subject to this Declaration; Repealer**

SECTION 1. Property Subjected To Declaration. The real property which, by the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is that certain real property located in Fort Bend County, Texas, more particularly described as follows, to wit:

That certain real property within the perimeters of the legal description of WOODS EDGE SECTION TWO, a subdivision in Fort Bend County, Texas, composed of 127.487 acres, more or less, in the Samuel Isaac's League, Abstract 35, Fort Bend County, Texas.

SECTION 2. Other Property. Only the real property described in Section 1 of this Article I is hereby made subject to this Declaration.

SECTION 3. Repealer. This Declaration shall replace the Initial Declaration as defined in Article II, Section 7 in its entirety except to the extent this Declaration may be determined to be invalid or inapplicable to any Lot (or Regulated Modification pertaining thereto), or any right, title or interest therein in which case the Initial Declaration shall apply and to that extent the Initial Declaration is hereby ratified and confirmed, and shall continue in full force and effect.

**Article II**

**Definitions**

Unless the context otherwise prohibits, the following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Architectural Review Committee" or "ARC" shall mean and refer to the committee established pursuant to Article IV of this Declaration.

SECTION 2. "Architectural Guidelines" shall mean and refer to the procedural, aesthetic, environmental and architectural policies and procedures from time to time adopted by the Architectural Review Committee in accordance with Article IV, Section 2(b) hereof.

SECTION 3. "Association" shall mean and refer to WOODS EDGE SECTION TWO NEIGHBORHOOD COMMITTEE, INC., a Texas non-profit corporation, and its predecessors, successors and assigns.

SECTION 4. "Bylaws" shall mean and refer to the Bylaws of the Association, as from time to time amended in accordance with applicable provisions of the Bylaws whether or not such Bylaws or amendments thereto are filed of record. Each Person acquiring any right, title or interest in the Subdivision shall acquire and hold such right, title or interest subject to all of the terms and provisions of the Bylaws, and any amendments thereto.

SECTION 5. "Developer" shall mean and refer to WOODS EDGE, INC., a Texas corporation, and its successors and assigns if such successors or assigns acquire more than one undeveloped or developed but previously unoccupied or unsold Lot in the Subdivision from Developer for purposes of development and resale.

SECTION 6. "Declaration" shall mean and refer to this Restated and Amended Declaration of Covenants, Conditions and Restrictions for WOODS EDGE SECTION TWO, and any amendments thereto.

SECTION 7. "Initial Declaration" shall mean and refer to that certain instrument heretofore filed for record in the office of the County Clerk of Fort Bend County, Texas under Volume 953, Page 162.

SECTION 8. "Lot" and "Tract" shall mean and refer to each of the respective numbered plots of land shown on the map or plat of the Subdivision and shall not include any areas designated as utility easements, roads, streets, or other easements.

SECTION 9. "Member" shall mean and refer to every Person who holds a membership in the Association.

SECTION 10. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, including any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure or proceedings in lieu thereof.

SECTION 11. "Regulated Modification" shall mean and refer to the placement, construction, reconstruction or erection of or modification, alteration, or addition to any building, structure, thing or device, and any usage thereof, whether temporary or permanent, which may affect, modify or alter the aesthetics, environment or architectural appearance or standards generally prevailing in the Subdivision as of the date of establishment of the Regulated Modification, including, by way of illustration and not of limitation, any building, garage, porch, shed, greenhouse, bathhouse, covered or uncovered patio, swimming pool, driveways, fence, wall or other screening device or any other temporary or permanent modification or alteration of the Subdivision. "Regulated Modification" shall also mean: (i) an excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the flow of surface waters to, from, upon or across the Subdivision, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel to, from, upon, under or across the Subdivision; and (ii) any change in the grade of any portion of the Subdivision.

SECTION 12. "Subdivision" shall mean and refer to WOODS EDGE SECTION TWO as more particularly described in Article I, Section 1 hereof, and any other real property subjected to this Declaration as herein provided.

### Article III

#### WOODS EDGE SECTION TWO NEIGHBORHOOD COMMITTEE, INC.

SECTION 1. Organization. WOODS EDGE SECTION TWO NEIGHBORHOOD COMMITTEE, INC., (the "Association") has heretofore been organized and formed as a non-profit corporation under the laws of the State of Texas. The Association shall have full power, authority and standing to enforce all provisions of the Initial Declaration, this Declaration and the Bylaws of the Association, and all Architectural Guidelines and Rules and Regulations adopted pursuant to this Declaration. The principal purposes of the Association, as more particularly described in this Declaration, and the Articles of Incorporation and Bylaws of the Association, are the collection, expenditure and management of the funds and financial affairs of the Association, enforcement of all provisions of this Declaration, providing for maintenance, preservation and architectural control within the Subdivision, the general overall supervision of all of the affairs and well-being of the Subdivision, and the promotion of the health, safety and welfare of the residents and Owners of Lots within the Subdivision.

## Article IV

### Architectural Review Committee

SECTION 1. Organization. There is hereby created an Architectural Review Committee (herein sometimes referred to as the "ARC") which shall be composed of all members of the Board of Directors and two (2) Owners elected by the membership. In the event of the death or resignation of any person serving on the ARC, the Board of Directors shall designate a successor or successors who shall have all of the authority and power of his or their predecessor(s). Until such successor member or members shall have been appointed, the remaining member or members shall have full authority to exercise all powers of the ARC. No person serving on the ARC shall be entitled to compensation for services performed; provided, the ARC may employ one or more architects, engineers, attorneys or other consultants, as approved by the Board of Directors of the Association, to assist the ARC in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the ARC, and members of the ARC may be reimbursed for reasonable expenses in such manner and amounts as may be approved by the Board of Directors.

### SECTION 2. Function and Powers of the Architectural Review Committee.

(a) Submission of Plans Required. No Regulated Modification shall be commenced, constructed, erected, placed, maintained or made unless and until complete plans and specifications have been submitted to and approved in writing by the ARC as to compliance with applicable Architectural Review Criteria as set forth in Section 3 of this Article IV. Any plans and specifications to be submitted shall specify, in such form as the ARC may reasonable require, the location upon the Lot or within the Subdivision where the Regulated Modification will occur or be placed; the dimensions, nature, kind, shape, height, and color scheme of and all materials to be used in connection with the Regulated Modification; intended uses; and such other information, plans or specifications as may be requested or required by the ARC which in the sole opinion of the ARC is reasonable necessary to fairly and fully evaluate the aesthetic, environmental, or architectural impact of the proposed Regulated Modification.

(b) Architectural Guidelines. The ARC may, from time to time, promulgate, modify and delete such reasonable Architectural Guidelines applicable to the Subdivision, including Lots and the community property, as it shall deem appropriate to maintain or enhance the architectural, environmental or aesthetic standards of the Subdivision. No construction of improvements, or modifications, additions, or alterations to existing improvements, shall be made until two (2) copies of plans and specifications and related data shall have been submitted to and approved in writing by the Architectural Review Committee. One copy of such plans and specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Owner marked "approved with conditions as noted," or "disapproved." Disapproval of plans and specifications may be based by the ARC upon any ground which is consistent with the objectives and purposes of these standards as determined by the ARC from time to time.

(c) Variances. By vote of two-thirds (2/3rds) of all members of the Board of Directors, the Board of Directors may grant specific variances to the architectural and use restrictions set forth in Articles VII and VIII of this Declaration upon specific findings of compliance with the grounds for granting of a variance as set forth hereafter. A variance shall be granted only with respect to specific instances upon written request therefore, shall not be binding with respect to any other request for a variance whether or not similar in nature, and shall not constitute a waiver, modification or repeal of any of the provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association except for the limited purpose and extent of the specific variance expressly granted. A variance may be granted only upon specific findings by the Board of Directors.

1. that denial of the variance will cause the applicant a substantial hardship; and
2. that the variance is necessary due to unusual circumstances not occasioned by the conduct of the applicant for the variance and which are reasonable beyond the control of the applicant and the Association to mitigate or rectify; and
3. that the applicant for a variance has acted in good faith in seeking a variance or in his failure to otherwise comply with the provisions of this Declaration (including Architectural Guidelines and Rules and Regulations promulgated pursuant hereto); and
4. that the granting of a specific variance will not materially and adversely affect the architectural, aesthetic or environmental integrity of the Subdivision or the scheme of development therein.

SECTION 3. Architectural Review Criteria. The ARC shall evaluate all submitted applications for ARC approval on the individual merits of the particular application. Judgments and decisions of the ARC shall be based on the following criteria applied in accordance with the aesthetics, environment or architectural appearance or standards generally prevailing in the Subdivision as of the date of submission of an application:

(a) Design Integrity. The proposed Regulated Modification must be sound and appropriate to its surroundings as to harmony of external design and location in relation to property lines, building lines, easements, grades surrounding structures, walks, paths, and topography, and as to compatibility with standards of appearance, use, conduct, maintenance and quality generally prevailing in the Subdivision.

(b) Design Compatibility. The proposed Regulated Modification should be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, use of materials, color and construction details.

(c) Location and Impact on Neighbors. The proposed Regulated Modification shall relate favorable to the landscape, the existing structures and other improvements on adjoining Lots and within the immediate neighborhood, and must be compatible with the visual and privacy rights of neighbors and the integration of such Regulated Modification into surrounding structures and topography. The primary concerns are access, view, privacy rights, sunlight, ventilation and drainage. Large structures shall not be approved if same unreasonable obstruct views, sunlight or ventilation; and raised structures intended to be occupied by individuals, including without limitation, above ground pools and spas and raised playhouses, shall not be approved if same unreasonable intrude upon the privacy rights of neighbors.

(d) Scale. The size (in three dimensions) of the proposed Regulated Modification shall relate well to adjacent structures and its surroundings. Site dimensions of the Lot must be adequate to accommodate all of the proposed Regulated Modifications in terms of the relationship of the Regulated Modifications to the Lot size and existing structures and improvements thereon. Disproportionately large structures in terms of Lot coverage, height, width, visual impact and relationship to surrounding Lots, structures and improvements shall not be approved.

(e) Color. The ARC shall not seek to impose purely personal preferences or taste with regard to color, but shall seek avoidance of the use of loud or garish colors, or inherently conflicting colors. Color may also be considered as to their effect to soften or to intensify visual impact of any given Regulated Modification.

(f) Materials and Finishes. Exterior materials and finishes shall be compatible with surrounding structures and improvements. If the Regulated Modification is to be incorporated into or added to an existing improvement, the ARC shall require such addition be fully integrated. For example, bricking used on the original residence should be reflected in an addition, and shingles placed on a patio cover should be of the same type, quality, color and grade as the shingles on the parent residence.

(g) Workmanship. The quality of work regarding any Regulated Modification shall be equal to or better than that of the surrounding area.

(h) Timing. Projects which remain uncompleted for long periods of time are visually objectionable, and can be a nuisance and a safety hazard for neighbors and the community. All applications must include a reasonably accurate estimation of the time necessary to complete the project. **WORK ON ALL REGULATED MODIFICATIONS MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER APPROVAL IS OBTAINED AND COMPLETED WITHIN ONE YEAR AFTER WORK IS COMMENCED UNLESS OTHERWISE EXPRESSLY APPROVED BY THE ARC.** If construction does not commence within six (6) months, the approval expires and the plans and specification must be resubmitted for approval.

(i) Location. The location of a proposed Regulated Modification must be compatible with, and integrate favorably with, surrounding structures, topography and improvements.

(j) Compliance With Governing Documents and Governmental Laws. The proposed Regulated Modification must not contravene applicable provisions of this Declaration, the Bylaws, Architectural Guidelines or Rules and Regulations, or governmental laws, ordinances and regulations.

SECTION 4. Basis for Disapproval by ARC. The ARC may disapprove any request for approval submitted pursuant to this Article IV for any of the following reasons:

(a) failure to comply with any applicable Architectural Review Criteria as set forth in

Section 3 of this Article IV; or

(b) lack of sufficient information, plans or specifications as reasonably determined by the ARC to enable the ARC to fairly and fully evaluate the aesthetic, environmental or architectural impact of a proposed Regulated Modification or the uses thereof, or failure to include any information, plans or specifications required by this Declaration or the Architectural Guidelines, or as may be requested by the ARC.

In the event of disapproval, the ARC shall so notify the applicant in writing; and if disapproval is based on lack of sufficient information, plans or specifications, then the ARC shall also notify applicant of the additional information, plans or specifications required.

#### SECTION 5. Failure of ARC to Act.

##### (a) Submission and Response - Date and Address.

1. Submission. Applications for ARC approval and accompanying information, plans and specifications, and requests for variances, shall be delivered to the ARC and shall be deemed submitted to the ARC only upon actual receipt thereof.

2. Response. All responses by the ARC shall be in writing, and shall be deemed given when deposited in the United States mail, postage prepaid and addressed to the applicant for ARC approval or variance at the address specified in the application or request for variance, or the last known address of the applicant according to the records of the Association. The ARC shall have no duty to respond to, and the provisions of this Section shall not apply regarding, any application or request for variance if the Person(s) identified in the application do not appear as Members or Owners according to the books and records of the Association. Where more than one (1) Member or Owner applies for ARC approval or a variance, the mailing of a response to any such Member or Owner as aforesaid shall constitute notice to all such Members or Owners.

(b) Failure to Respond - Applications. If any applicant has not received notice from the ARC approving, conditionally approving or disapproving a request for approval within thirty (30) days after submission of an application, approval of the application shall be deemed denied.

(c) Failure to Respond - Variances. Failure of the ARC to respond to any request for a variance within thirty (30) days after the request was originally received by the ARC shall operate as a denial in all respects of the request for variance.

SECTION 6. Inspection Rights. Upon reasonable notice (oral or written), any member of the ARC or the Board of Directors and their designated representatives may enter upon a Lot without liability for trespass or otherwise for purposes of confirming compliance with any of the provisions of the Declaration regarding a proposed Regulated Modification, the work in progress, and the completed Regulated Modification.

SECTION 7. Records of Architectural Review Committee. The ARC shall not be required to maintain records of any of its meetings; provided, the ARC shall keep and maintain permanent records evidencing the final decision(s) of the ARC regarding all requests for approval and requests for a variance, and all current Architectural Guidelines.

SECTION 8. Liability of Association and Architectural Control Committee. Neither the Association nor the Architectural Control Committee assume any responsibility for the safety of any construction by virtue of design or workmanship. Neither the Association nor the Architectural Control Committee, nor any member, subcommittee, employee or agent of either, shall be liable to any Owner, Member or any other person for any actions or failure to act as a member of the ARC, or in connection with any approval, conditional approval or disapproval of any request for approval or request for variance, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance.

### Article V

#### Assessments

SECTION 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, including the maintenance of real and personal property, and the discharge of all obligations of the Association pursuant to this Declaration, all as may be more specifically authorized from time to time by the Board of Directors. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as sufficient, may be applied toward the payment of any or all of the following: taxes; insurance; repair, maintenance and acquisition expenses incurred by the Association; legal charges



and expenses incurred in connection with maintenance and operation of the Association, the collection, enforcement and administration of all assessments and charges, and the enforcement of this Declaration; accounting and bookkeeping charges and expenses, including such audits as the Board of Directors deems advisable; and doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the property in the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein, and the expenditure of funds for the benefit of other properties within the vicinity of the Subdivision if in the judgment of the Board the Subdivision as a whole will benefit thereby.

## SECTION 2. Obligation for Payment of Assessments.

(a) Personal Obligation; Transferees. In addition to the assessment lien herein established, all assessments and charges shall be and remain the personal obligation of the Owner or Owners who owned the Lot at the time the assessment or charge became due notwithstanding any subsequent transfer of such Lot. Except as provided in Section 2(c) of this Article V, each Owner's transferee, whether by purchase, gift, devise or otherwise, and whether voluntary or by operation of law, shall also be jointly and severally liable for payment of all unpaid assessments and charges at the time of transfer without prejudice to the rights of the transferee to recover from the transferor the amounts paid by said transferee.

(b) Statement of Assessments. Any transferee (or prospective transferee upon presentment of an earnest money contract or other writing satisfactory to the Association) shall be entitled to a statement from the Association setting forth all assessments and other charges due as of the date of the written request.

## SECTION 3. Annual Assessments.

(a) Annual Assessment. The annual assessments per Lot for calendar year 2001 (and for each calendar year thereafter unless modified as herein provided) shall be FIFTY DOLLARS (\$50.00) per acre or fraction thereof. The annual assessment is to be paid annually on the first day of January of each year in advance.

(b) Increase. The annual assessment may be increased annually by the Board of Directors by ten percent (10%) each year. Any increase in the annual assessment in excess of ten percent (10%) shall require the approval of the Owners of a majority of the Lots within the Subdivision.

SECTION 4. Specific Assessments. The Board of Directors shall specifically assess individual Lots for Association expenses as follows:

(a) Interest. Interest at the rate of ten percent (10%) per annum shall be charged on all delinquent annual assessments from and after the date payment of same is due.

(b) Compliance Costs. All expenses incurred by the Association by reason of a breach or violation of or to obtain compliance with any provisions of this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations and/or Architectural Guidelines (and any amendments thereto), shall be assessed against the Owner of the Lot who occasioned the incurrence of such expenses, including reasonable attorney's fees whether incurred prior to, during the pendency of or after successful completion of any actions in a court of competent jurisdiction.

## SECTION 5. Lien for Assessments.

(a) Establishment of Lien. All sums assessed against any Lot pursuant to this Declaration, whether by regular, special or specific assessment, as provided herein, shall be secured by a continuing lien on such Lot in favor of the Association.

(b) Perfection of Lien. The recordation of the Initial Declaration and this Declaration constitutes record notice and perfection of the Association's continuing lien, effective from the date of recordation of the Initial Declaration. No further recordation of a claim of lien or other notice of any type or kind whatsoever shall be required to establish or perfect such lien. To further evidence such lien, the Association may, but shall not be required to, prepare and file in the Real Property Records of Fort Bend County, Texas written notice setting forth the then amount of unpaid assessments, the name(s) of the Owner(s) or purported Owner(s) obligated to pay same, and a description of the Lot covered by same.

(c) Priority of Lien. The Association's continuing lien shall be superior to all other liens or encumbrances on each Lot except: (1) all sums unpaid on a first mortgage or first deed of trust duly recorded before the date sums assessed pursuant to this Declaration became due; and (ii) liens for real estate taxes and other governmental assessments or charges. Sale or transfer of a Lot shall not affect the Association's lien; provided, however, the sale or transfer of any Lot pursuant

to judicial or non-judicial foreclosure of a superior lien as aforesaid shall extinguish the lien only to the extent same secures payment of assessments or charges up to the date of foreclosure. Foreclosure of a superior lien shall not relieve the former Owner of the Lot from the personal obligation for payment of assessments due up to the date of foreclosure, and shall not relieve such Lot or any Owner thereof subsequent to the date of foreclosure from liability for assessments or charges thereafter coming due or from the Association's lien therefor. Except as set forth above, all other liens or encumbrances on any Lot shall be inferior to the Association's lien for assessments, as provided herein.

**SECTION 6. Effect of Nonpayment of Assessments.**

(a) Effect. Any assessments which are not paid when due shall be delinquent. If any assessments are not paid within thirty (30) days after the due date, then:

1. interest from the due date, and all costs of collection (including reasonable attorney's fees), all as set forth in Section 4 of this Article V, shall be added to and included in the amount of such assessment;

2. all rights of the Owner as a Member of the Association shall be automatically suspended until all assessments are paid in full, and during such suspension (i) such Owner shall not be entitled to vote upon any matters coming before the membership, and (ii) no such Owner shall be counted in determining the total number of Lots within the Subdivision for purposes of determining a quorum or for any other purposes when voting by a designated percentage of Lot Owners is required by this Declaration or the Bylaws of the Association.

(b) Remedies. Each Owner vests in the Association or its agents the right and power to bring all actions against each Owner, personally for the collection of all delinquent assessments as a debt, and to foreclose the Association's lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association either judicially or non-judicially by power of sale in connection with the non-judicial foreclosure of the Association's lien. Non-judicial foreclosure shall be conducted by notice and posting of sale in accordance with the then applicable laws of the State of Texas; and the Association is expressly empowered hereby to designate a trustee in writing from time to time to post or cause to be posted any required notices and to conduct any such non-judicial foreclosure sale. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, or convey the same.

**SECTION 7. Assessments as Independent Covenant.** No Owner may waive or otherwise escape liability for the payment of assessments as provided for herein for any reason, including, by way of illustration but not limitation, by nonuse of the community property or abandonment of the Lot; and no diminution or abatement of assessments shall be claimed or allowed by reason of any alleged actions or failure to act by the Association whether or not required under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or by reason of any action taken by the Association to comply with any law, ordinance, or any order or directive of any governmental authority, the obligation to pay assessments hereby expressly declared to be a separate and independent covenant and contractual obligation on the part of each Owner.

**Article VI**

**Maintenance**

**SECTION 1. Association's Responsibility.** The Association shall maintain the community property, and keep same in good repair. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the community property. The Board of Directors may also elect to provide any other maintenance and other services it deems appropriate consistent with the provisions of Article V, Section 1.

**SECTION 2. Owner's Responsibility.** Each Owner shall be obligated to maintain his property and all improvements on the Lot. The owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of all lighting fixtures; broken windows replaced with glass; maintenance of all fencing erected on property; and during construction, the cleaning of dirt, construction debris and other construction related refuse from the streets.

**SECTION 3. Lot maintenance.** Grass, vegetation and weeds on each lot shall be cut as often as may be necessary to maintain the same in a neat and attractive manner. If the Owner of any lot fails to do so, the Association may have same cut and the Owner thereof shall be obligated

to pay the cost of such cutting. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times.

SECTION 4. Landscaping. Each residence must have adequate landscaping to preserve the aesthetic appearance of the Subdivision. No grading, excavation or filling of any nature whatsoever shall be implemented and installed on a lot in the Subdivision by any owner unless and until the construction plans have been submitted and approved. Grass and weeds shall be kept mowed to prevent unsightly appearance, and all curb drives and street pavement edge shall be kept edges. Dead or damaged trees, which might create a hazard to the property, shall be promptly removed or replaced, and if not removed by the Owner upon such request then the Association may remove or cause to be removed such trees at Owner's expense and shall not be liable for damage caused by such removal. All propane tanks must be concealed by fencing and landscaping.

SECTION 5. Mowing policy. All vacant Lots shall be required to be mowed by the tenth (10<sup>th</sup>) day of the month, March through November. If any vacant Lot is not kept mowed, the Association may contract to have it mowed at the Owner's expense, for the reasonable costs of mowing, plus a penalty equivalent to one half of the mowing fee. The fees incurred by the Association for mowing shall constitute a lien on the Lot and be enforceable in accordance with Article V, Section 6 herein.

## Article VII

### Use Restrictions

SECTION 1. Residential Use. Each and every Lot is hereby restricted to residential dwellings for single family residential use only. No business, professional, commercial or manufacturing use shall be made of any Lot, or any improvement located thereon, even though such business, professional, commercial or manufacturing use be subordinate or incident to use of the premises as a residence. No structure other than one single family residence and its permitted outbuildings shall be constructed, placed on or permitted to remain on any Lot in the Subdivision. Without limitation of the foregoing, as used in this Declaration: (i) the term "residential use" shall be construed to prohibit the use of any Lot for duplex houses, garage apartments or apartment houses or storage facilities; (ii) the term "single family" shall be construed to mean and include only parents, children, grandparents, grand children and domestic servants; and no trailer, tent, shack or other temporary structure shall be erected, placed or maintained on said property, and no temporary building, basement, garage or other out building erected on said property shall at any time be used for human habitation (except by bona fide servants or guests), temporarily or permanently. However, additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said tract.

SECTION 2. Animals and Livestock. No swine of any kind shall be raised, bred, or kept on any Lot. Consistent with its use as a residence, horses, dogs, cats or other household pets may be kept on a Lot, provided that they are not kept, bred or maintained for any business purpose. No animals of any kind may be raised, bred or kept on any Lot for commercial purposes. All poultry must be confined within Owner's property and shall be confined to the back portion of Owner's tract. Dogs, cats and horses may be kept on a Lot once the Single Family Residence is completed and occupied. There shall be not more than one (1) horse and one (1) colt per full acre of land contained within a lot or adjoining lot.

SECTION 3. Vehicles and Parking. All trucks larger than a three-quarter (3/4) ton pickup, recreational vehicles, motor homes, boats, trailers, campers, commercial vehicles or inoperable vehicles shall be screened from public view if parked or stored on any Lot.

SECTION 4. Nuisance; Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye. No hobbies or activities which will cause disorderly, unsightly, or unkempt conditions, including without limitation the assembly or disassembly of motor vehicles or other mechanical devices, shall be performed within the Subdivision. No substance, thing, or material shall be kept upon any Lot that will emit foul or obnoxious orders, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any residents of the Subdivision or to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the residents of the Subdivision. No spirituous, vinous, malt, medicated bitters, alcohol, drugs or other intoxicants shall be sold or

offered for sale on any part of any Lot or any other place within the Subdivision. No Lot or any part thereof shall be used for any immoral or illegal purposes.

SECTION 5. Disposal of Trash. No trash, leaves, tree limbs, grass clippings, rubbish, garbage, manure, debris or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. No incinerator may be maintained on any portion of the Subdivision. All trash and similar matter to be disposed of shall be placed in sanitary containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids (or such other containers as may be permitted by the Board of Directors), and shall be placed in an area adequately screened by planting or fencing from public view or within a garage. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition, and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense if not removed or removable by a regular garbage and sanitation service. Except for leaves, tree limbs or grass clippings, the burning of paper, rubbish, trash or garbage on any Lot is prohibited.

SECTION 6. Building Materials. No Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay, after which time such materials shall be removed from the Lot and Subdivision. Under no circumstances shall building materials be placed or stored on any street or walkway or upon any Community Property.

SECTION 7. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the ARC. Tracts composed of three (3) or more acres may be divided into two tracts of not less than 1.5 acres.

SECTION 8. Leases. Lessor(s) and lessee(s) shall be jointly and severally liable for the observance and performance of all of the terms and provisions of this Declaration, the Bylaws, and of all Rules and Regulations and Architectural Guidelines promulgated pursuant hereto; and lessor(s) and lessee(s) shall be jointly and severally liable for all damages, costs and expenses resulting from any violation of, and/or all fines and assessments imposed by, this Declaration, and/or said Bylaws and Architectural Guidelines hereunder enacted.

SECTION 9. Mineral Production. No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

## Article VIII

### Architectural Restrictions

SECTION 1. Type of Residence. Only one detached single family residence not more than 35 feet in height shall be built or permitted on each Lot. The ARC may approve location of one detached single family residence on a combination of Lots in which case the Owner shall nonetheless be assessed for all assessments and charges on a per Lot (or fractional part thereof) basis. All single family residences shall have an attached or detached enclosed garage which shall accommodate at least two full-size motor vehicles. Carports on Lots are prohibited. All garages must be enclosed with permanent walls and their front enclosed with standard type overhead doors customarily used in the building industry. All structures shall be of new construction and no structure shall be moved from another location to any Lot. The roof and exterior of all residences must be kept in good repair and must be painted when necessary to preserve their attractiveness.

SECTION 2. Living Area Requirements. Any one story single family dwelling, exclusive of porches and garages, shall contain not less than two thousand (2,000) square feet. Two story single family dwellings, exclusive of porches and garages, shall contain not less than two thousand five hundred (2,500) square feet.

SECTION 3. Location of Residence on Lot. The location of each Single Family Residence on a lot must be approved in writing by the ARC with it, approval of the plans and specifications. No building shall be located on any lot nearer to the front line or nearer to the street line than the minimum setback line specified on the deed from the Developer or, in any event, no building shall be located any nearer than 25 feet to the front lot line nor nearer than 20 feet to an interior lot line. No dwelling shall be located nearer than 25 feet to the rear lot line except with the express written permission of the ARC. This rear set back is not absolute and may be

increased at the discretion of the ARC in accordance with Article IV, Section 3(c) herein. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

SECTION 4. Type of Construction. Each Single Family Residence must be all new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of a new residence.

SECTION 5. Driveways. Each owner shall construct and maintain at his expense a concrete, asphalt or gravel driveway. All driveway crossings of roadside drainage swales shall be constructed in accordance with plans and specifications approved by the ARC using the proper size of reinforced concrete culvert pipe. The driveway culverts must be a minimum of 18" in diameter. All driveway culverts shall be installed prior to any other construction activity of the Lot.

SECTION 6. Roof Materials. Unless otherwise approved by the ARC, roofs shall be constructed of asphalt or composition type shingles with a minimum of 25-year manufacturer's guarantee. All stack vents and attic ventilators shall be located on a roof slope which is not visible from the street when at all possible. The pitch of the main roof on all residences must be 7/12 or greater.

SECTION 7. Screening, Fences and Walls. No wall or fence shall be constructed without written approval. The ARC has the power to specify acceptable material and colors. No barbed wire, chain link, or privacy fences shall be permitted within the Subdivision. The location, height, type and design of any fence must be approved in writing by the ARC.

SECTION 8. Drainage. Nothing shall be done within the Subdivision or upon any Lot which may obstruct or rechannel the drainage flows of sloping banks, cuts or fills, or sewage or storm drains or lines, either as established by Developer or the Association, or as may thereafter be established by or with the approval of the ARC to maintain proper and efficient drainage.

SECTION 9. Antennas and Satellite Dish Systems. No towers for television, radio or other purposes of any type for the reception or transmission of radio or television broadcasts shall be erected, constructed, placed, or permitted to remain on any Lot or upon any improvements. Satellite dishes and antennas are permitted and should be concealed, if possible.

SECTION 10. Signs. No signs, billboards, posters or advertising devices of any kind, including without limitation business, professional, promotional or institutional signs, shall be permitted on any Lot, or upon any residence, or within any residence if visible from the exterior of the residence, or within the Subdivision without the prior written consent of the ARC other than: (i) one sign of not more than six (6) square feet advertising the particular Lot on which the sign is situated for sale or rent. The Association shall also have the right to erect identifying signs at the entrance to the Subdivision. Any member of the ARC, or Board of Directors or an authorized representative of either may remove any sign, billboard, poster or advertising device located upon or within the Subdivision in violation of the foregoing and dispose of same as trash without liability for trespass, tort, or otherwise.

SECTION 11. Traffic Sight Areas. No fence, wall, hedge, tree, shrub planting or any other thing or device which obstructs sight lines at elevations between two and six feet above the street shall be permitted to remain on any corner Lot.

SECTION 12. Solar Devices. No artificial or manmade device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Lot, without the prior written consent of the ARC.

SECTION 13. Exterior Colors. Unless otherwise approved by the ARC, all residences must be painted or re-painted in a color used in the original construction.

SECTION 14. Maintenance of Utilities. All utility services intended to be provided to each residence as originally constructed, including without limitation water, sewage, electric and gas services, shall be maintained by the Owner at all times when a residence is occupied.

SECTION 15. Air Conditioners. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any residences, except that the ARC may at its discretion, permit window or wall type air conditioners to be installed if such unit, when installed, shall not be visible from the street.

SECTION 16. Private Utility Lines. Except for utility lines existing as of the date of this amendment, all electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the ARC, and shall be maintained at all times by the Owner of the Lot upon which located.

SECTION 17. Swimming Pools. Permanent above ground swimming pools are prohibited. Smaller prefabricated, installed above ground spas or hot tubs are acceptable. Above ground spas or hot tubs, visible from the public view or from other lots must be skirted, decked, screened or landscaped to hide all plumbing, heater, pumps, filters, etc.

SECTION 18. Sewage Disposal. Sewage disposal shall be accomplished in a sanitary manner which meets full approval of County and State authorities. Effluent from septic tanks shall be drained or introduced into the subsoil by any of several approved methods and in no case be permitted to flow into a ditch or other open drainage.

## Article IX

### Insurance, Casualty Losses and Condemnation

SECTION 1. Damage and Destruction - Lots. Liability and property insurance for Lots and the contents of residences shall be the sole responsibility of the Owners thereof. Whether or not insured, the damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within six (6) months after such damage or destruction, or, where repairs cannot be completed within six (6) months, they shall be commenced within such period and shall be completed within a reasonable time thereafter as determined by the Board of Directors. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction, and in that event the Owner shall thereafter maintain the Lot in a neat and attractive condition.

## Article X

### Enforcement

SECTION 1. General. The Association, its successors and assigns, and any Owner shall have the right to enforce observance and performance of all restrictions, covenants, and conditions set forth in this Declaration, the Bylaws and Architectural Guidelines enacted pursuant hereto, and in order to prevent a breach or to enforce the observance or performance of such covenants and restrictions shall have the right, in addition to all legal remedies, to an injunction either prohibitive or mandatory. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same or similar violation whether occurring prior or subsequent thereto. No liability shall attach to the Association, the Architectural Review Committee or to any of their respective officers, directors, agents, employees or members for failure to enforce the provisions of this Declaration, the Bylaws or Architectural Guidelines.

## Article XI

### General Provisions

SECTION 1. Term. These covenants, conditions, restrictions, reservations, liens and charges shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, predecessors, successors and assigns, and all Persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded in the Real Property Records of Fort Bend County, Texas, unless amended in accordance with Section 3 of this Article XI and in such event shall be binding as amended, after which time said covenants, conditions, restrictions, reservations, liens and charges shall be automatically extended for successive periods of ten (10) years each unless an instrument agreeing to terminate is signed by the holders of fifty-one (51%) percent of the votes then subject to the jurisdiction of the Association and duly filed for record in the Real Property Records of Fort Bend County, Texas.

SECTION 2. Voting. The number of votes of each Owner is to be determined on the basis of the proportion which the amount of land in said Subdivision to which the Owner holds legal title bears to the whole of said Subdivision. For example, if an Owner holds legal title to 2.764 acres, he will be entitled to 2.764 votes.



SECTION 3. Amendment. The holders of fifty-one (51%) percent of the total number of votes then subject to the jurisdiction of the Association shall always have the power and authority to amend this Declaration (and any amendments thereto) at any time and from time to time, and any such amendment shall become effective upon the date an instrument of amendment covering same is filed for record in the Real Property Records of Fort Bend County, Texas. Any such amendment may be approved by vote of the Owners at any regular or special meeting of Members, or by circulation of a consent form to the instrument of amendment by door to door canvassing or otherwise, or a combination of the foregoing.

IN WITNESS WHEREOF, the undersigned, being all members of the Board of Directors of Woods Edge Section Two Neighborhood Committee as currently constituted and the holders of not less than fifty-one (51%) percent of the total number of votes within the Subdivision and for the purpose of acknowledging their consent and approval to adoption of this Restated and Amended Declaration of Covenants, Conditions and Restrictions for WOODS EDGE SECTION TWO, a Subdivision in Fort Bend County, Texas, have executed this Declaration to be effective upon the date of filing of this Declaration in the Real Property Records of Fort Bend County, Texas.

WOODS EDGE SECTION TWO  
NEIGHBORHOOD COMMITTEE

By: *Weldon Mayse*  
Weldon Mayse, Director

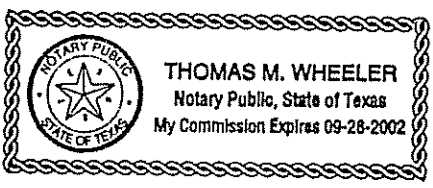
By: *Douglas MacDonnell*  
Douglas MacDonnell, Director

By: *Cy Cates*  
Cy Cates, Director

STATE OF TEXAS       §  
                                  §  
COUNTY OF FORT BEND   §

BEFORE ME, the undersigned authority personally appeared WELDON MAYSE in his capacity as Director of Woods Edge Section Two Neighborhood Committee, a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 14<sup>TH</sup>  
day of MAY, 2001.

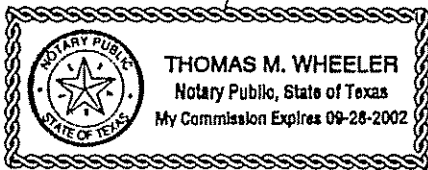


*Thomas M. Wheeler*  
NOTARY PUBLIC in and for the  
STATE OF TEXAS  
Name: THOMAS M. WHEELER  
My Commission Expires: 9-28-2002

STATE OF TEXAS       §  
                                  §  
COUNTY OF FORT BEND   §

BEFORE ME, the undersigned authority personally appeared DOUGLAS MACDONNELL in his capacity as Director of Woods Edge Section Two Neighborhood Committee, a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 14<sup>TH</sup>  
day of MAY, 2001.

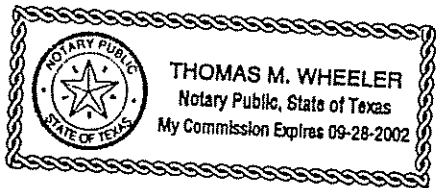


Thomas M. Wheeler  
NOTARY PUBLIC in and for the  
STATE OF TEXAS  
Name: THOMAS M. WHEELER  
My Commission Expires: 9-28-2002

STATE OF TEXAS       §  
                                  §  
COUNTY OF FORT BEND   §

BEFORE ME, the undersigned authority personally appeared CY CATES in his capacity as Director of Woods Edge Section Two Neighborhood Committee, a Texas non-profit corporation, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 14<sup>TH</sup>  
day of MAY, 2001.



Thomas M. Wheeler  
NOTARY PUBLIC in and for the  
STATE OF TEXAS  
Name: THOMAS M. WHEELER  
My Commission Expires: 9-28-2002

RETURN TO:

Jeffrey J. Messock  
16360 Park Ten Place  
Suite 320  
Houston, Texas 77084

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