

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS

2007 FEB 12 AM 9:53

COUNTY OF COLORADO

KNOW ALL MEN BY THESE PRESENTS:

D. J. HAYEK
COLORADO CO. CLERK

THIS DECLARATION made as of the date hereinafter set forth by BASIC SERVICES, INC. of Colorado County, Texas, hereinafter called the Declarant.

WITNESSETH:

WHEREAS, BASIC SERVICES, INC. is the owner of all that certain real property located in Colorado County, Texas, described as follows:

Lots 28-51 inclusive, WOODGLEN SUBDIVISION, Revised Section One, situated in the John Dunlavy survey of Colorado County, Texas, as set forth in a subdivision plat filed in the Plat Records of Colorado County, Texas in Book 549 Page 818, County Clerk's File No. 103.

And

WHEREAS, the Declarant will convey the above-described properties subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restriction, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and shall be binding on all parties having any right, title, or interest in and to the above-described property or any part thereof, and their heirs, successors, and assigns and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portions of a Lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02 "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Lot

1.03 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Book 549 Page 818 of the Colorado County, Texas, on which there is or will be built a single family dwelling. The term "lot" shall not include the Common Areas nor any other reserves shown on the said map or plat.

Declarant

- 1.04 "Declarant" shall mean and refer to Basic Services, Inc., its heirs, representatives, successors and assigns, or any person or entity which shall acquire all undeveloped Lots owned by Declarant.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

- 2.01 Declarant shall designate and appoint an Architectural Control Committee of not less than Three (3) qualified persons, which committee shall serve at the pleasure of the Declarant; provided, however that after 14 lots have come under the ownership of persons other than the Declarant, the owners of all lots shall be free to form an association for the purposes of terminating the tenure of existing members of the Architectural Control Committee and electing successor members thereof, provided, that all lot owners and members of the Architectural Control Committee are given reasonable notice of any meetings of such association and all lot owners shall have the right to belong to the same and vote, either in person or by written proxy, in any election held to terminate an existing member, or to elect a successor member to the Architectural Control Committee. A majority vote of all lot owners, at least 14, shall be necessary to terminate a member of the Architectural Control Committee, and such terminated member shall serve until a replacement is elected by a majority vote of all lot owners. Such successor members of the Architectural Control Committee shall serve until terminated as set forth above. All members of the Architectural Control Committee shall serve without compensation.

Approval of Plans and Specifications

- 2.02 No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Failure of Committee to Act

- 2.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, approval by the committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE

EXTERIOR MAINTENANCE

In the event that an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Declarant or Woodglen Way Homeowner's Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner. Any such expenses shall be due by the owners of any such Lot upon demand, and, if not paid shall be assessed against such Lot as an additional maintenance fee due, in additions to the maintenance fee due as hereinafter provided with the same rights to a lien to enforce payment of same as hereinafter provided.

ARTICLE FOUR

USE RESTRICTIONS

Type of Buildings Permitted

4.01 All Lots shall be used for residential purposes only. A single story residence must have 1800 square feet of living space, not including garage. A two story residence must have 1400 square feet of living area on ground level, not including garage.

4.02 No building shall be located on any Lot nearer to the Lot line or nearer to the edge of any street or road easement than sixty (60) feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.03 Lots may not be resubdivided. Any person owning two or more adjoining Lots may consolidate such Lots into one building site, with the privilege of constructing improvements as permitted in Paragraphs 4.02 and 4.03 hereof.

Easements

4.04 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and in the Dedication of Roads and Easements. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

4.05 No Noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.06 No structure of a temporary character, trailer, mobile home, Modular Home, or Manufactured Housing Units, basement, tent, shack, garage, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

4.07 A single sign may be erected for the purpose of identifying the property and the Owners name, but only after securing approval of the Architectural Control Committee. No signs of any other character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, sign, offices, storage areas, and model units.

Oil Development Prohibited

- 4.08 No oil well drilling, oil development operation, oil refining, quarrying, or mining operation of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring oil, natural gas, or other mineral shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

- 4.09 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Fences, Walls, Hedges and Utility Meters

- 4.10 No fence, wall hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

Trucks, Busses, and Trailers

- 4.11 No truck, bus or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, recreational vehicle, or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from the street for more than 24 hours.

Prohibited Activities

- 4.12 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot. No door-to-door solicitation shall be allowed.

Animals, Livestock and Poultry

- 4.13 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. One horse per three acres of land is allowed. Dogs and cats (not to exceed five adult animals per residence) are allowed as long as they are confined to the owner's property. Dogs must be kept on a leash when off owner's property. No animals are allowed to be come a nuisance or health hazard.

ARTICLE FIVE

EASEMENTS

Reservation of Easements

- 5.01 All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded as Map Slide No. _____ of the Map Records of Colorado County, Texas, and in the Dedication of Roads and Easements filed in Colorado County, Texas. right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

Access to Subdivision by Emergency Vehicles

- 5.02 Access codes for security gates located on any Lot, including subdivision entry gate, shall be given to the local sheriff's department, fire department and local EMT personnel for access subdivision in case of emergency and updated on a regular basis.

ARTICLE SIX

WOODGLEN WAY HOMEOWNERS ASSOCIATION

- 6.01 Membership. Every person or entity who is a record Owner of any of the Properties which are subject to or which may become subject to a maintenance charge assessment by the Association, shall be a member of the WOODGLEN WAY HOMEOWNERS ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral state. Each Owner of each Lot shall be entitled to one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.
- 6.02 Non-Profit Corporation. WOODGLEN WAY HOMEOWNERS ASSOCIATION, a non-profit corporation, (the "Association") shall be organized and all duties, obligation, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.
- 6.03 By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization; provided that the same are not in conflict with the provisions hereof.
- 6.04 Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.
- 6.05 Annexation of Property. Additional residential property and common areas outside of WOODGLEN SUBDIVISION may be annexed to the Properties covered by the Association, and subject to the jurisdiction and benefits of the Association, upon majority vote by the members of the Association at a regular or special meeting of the members.
- 6.06 Maintenance Charge. Each Lot in WOODGLEN SUBDIVISION Section One, is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within WOODGLEN SUBDIVISION Section One, to WOODGLEN WAY HOMEOWNERS ASSOCIATION on or before January 1 of each year, in advance annual installments, commencing on a date to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association as the needs of the Subdivision may, in the judgment of the Association, require; provided, that such assessment will be uniform (except as hereafter provided). The amount of annual assessment will be in the sum of \$250.00 per Lot per year, which assessment may be increased or decreased upon approval of the Board of Directors of the Association. The Association shall use the proceeds of such maintenance fund for the use and benefits of all Owners of Lots in WOODGLEN SUBDIVISION Section one, as well as all other property annexed or which may be a part of the Association to which the Lots herein described have been annexed; provided, however, that other sections to be entitled to the benefit of this maintenance fund must be subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, as its sole option, any and all of the following: constructing and maintaining streets, alleys, paths, parks, parkways, lakes, easements, esplanades, cul-

de-sacs and other areas and facilities for common use, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, and doing other things necessary or desirable, in the opinion of the Association, to keep the Properties in the subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of Said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association. Each person who accepts a deed to a Lot or Lots agrees, by the acceptance of same, to pay such maintenance charge and assessments as herein provided.

- 6.07 Term. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.
- 6.08 Maintenance Charge Due by Declarant. Notwithstanding anything contained herein to the contrary, it is understood and agreed that all undeveloped Lots which are owned by Declarant in the Woodglen Subdivision shall only be assessed a maintenance charge equal to twenty percent (20%) of the maintenance charge assessed in any one year, as provided above. Provided, however, during the first five (5) years following the date of these Restrictive Covenants, Declarant may, at his option, pay the maintenance fee assessed, as provided herein, or Declarant may pay to the Association an amount equal to any expenses incurred by the Association over and above the amount of assessments paid by other Lot Owners in the Woodglen Subdivision. After the expiration of five (5) years from the date of these Restrictions, Declarant will owe the amount of the assessment due, as herein provided.
- 6.09 Liens for Payment. To secure the payment of the maintenance fund established hereby and to be levied on individual residential Lots, there shall be reserved in each deed (whether specifically stated therein or not) by which the Declarant will convey such Lots, the vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further, provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien sixty (60) days of written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Postal Service, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.
- 6.10 Subordination of Lien. The vendor's lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior, and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, that (i) are created to secure the payment of the purchase price of all or any part of any Lot (and any improvements thereon) situated within the plat establishing WOODGLEN SUBDIVISION Section One, or (ii) are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of the Tract situated within WOODGLEN SUBDIVISION Section One.
- The sale or transfer of any Lot shall not affect the lien securing the assessments provided for herein. However, the sale or transfer of any Lot, pursuant either to mortgage foreclosure

or to any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to any payments that have become due and payable nor release any such Lot from the lien securing payment of such subsequent assessments.

ARTICLE SEVEN

GENERAL PROVISIONS

Enforcement

7.01 The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

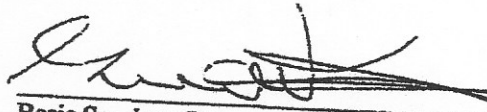
Severability

7.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

7.03 The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive period of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended that last year of such ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Real Property Records of Colorado County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this 23 day of January year 2007.



Basic Services, Inc.
By George Kimmey, President