

THE STATE OF TEXAS)
)
)
 COUNTY OF BASTROP) DECLARATION OF EASEMENTS,
) COVENANTS AND RESTRICTIONS FOR
) THE WOODLANDS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, HENRY WENDLANDT and ROBERT INGRUM, hereinafter called "Declarant," are the owners of all of that certain real property located in Bastrop County, Texas, described as follows:

THE WOODLANDS, a subdivision of record in
 Plat Records of Bastrop County,
 Texas

NOW THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD and CONVEYED subject to the purpose of protecting the value and desirability of and which shall run with, the real property, and any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The real property described hereinabove shall hereinafter be referred to and known as "THE WOODLANDS," which shall hereafter be subject to the following:

A. LAND USE

1. All lots in THE WOODLANDS are restricted to use for residential purposes only. No signs shall be placed on any part of these residential lots indicating a commercial or non-residential use thereof.
2. No animals or fowl shall be permitted other than those types of animals or fowl normally found on rural property which are raised for personal family use and/or pleasure on a strictly non-commercial basis. Permitted types of animals shall include livestock, chickens, and household pets. No swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feeding or commercial operations, expressly including commercial kennels are not permitted, except animals for 4-H or FFA purposes. If any member of an owner's family is under the age of nineteen (19) and is a bonafide member of a 4-H Club or Future Farmers of America Club, then one animal per each member (but not in excess of three) shall be permitted for the purpose of raising such animal for competition or as part of a club project, provided, however, that (1) such animal shall be kept in a sightly pen or other enclosure, (2) that the lot shall be kept clean and in a sanitary and odorless condition, and (3) the animal shall be removed from the lot upon completion of the competition or club project. Shelter for these animals shall be located in the rear one third (1/3) of the property, not visible from the road, a minimum of fifty feet (50') from the side property line, and neatly maintained. Exotic Game shall be allowed with the exception of those that would affect the health.

safety, and/or welfare of any of the land owners within the subdivision. Any and all animals, including household pets, require appropriate fencing to confine them to their lot. No animal shall be permitted until this appropriate fencing is completed.

3. No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles, or machinery, or other unsightly storage of personal property be permitted.

4. No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.

5. No discharging of high powered firearms allowed.

6. No residence shall be erected on any part of said property, or building site having less than twelve hundred (1200) square feet of floor space livable area in main building.

7. No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body; all septic tanks must conform to the regulations of the State and County concerning septic systems. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body for compliance purposes hereunder.

8. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. Waste placed by the roadway for pickup shall be in disposable containers.

9. No structures used for storage purposes shall be erected or placed upon any parcel which will be visible from any roadway, unless placed within the most rear one-third (1/3) of the parcel, that being such portion farthest away from any roadway. All such structures shall be neatly maintained.

B. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are located in the 60ft. road easement shown on the plat of the subdivision and a 15' easement along all the property lines of each tract. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or surface water drainage in the easements. Within such easements the right of use, ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstruction or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.

A utility easement may be used for any and all utilities, water, sewage disposal, telephone, gas and/or electricity unless expressly limited to a specific use on the recorded plat of the subdivision or stated in the conveyance out of Owner.

C. LANDOWNERS' AGREEMENT

At such time as seventy five percent (75%) of the residential lots have been sold and conveyed by Declarant, a Property Owners Association shall be created to be made up of the owners of the property within THE WOODLANDS. A governing board of at least three (3) officers shall be elected by owners within the subdivision. Election of officers shall be made annually. The initial Association shall require the approval of a majority of the votes of property owners. Amendment of the by-laws shall require a three-fourth (3/4) vote of the property owners.

The Property Owners Association shall have authority to serve as the Architectural Control Committee, as hereafter established, at such time as all of the property within the subdivision has been sold by Declarant.

Every owner of a tract within the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from, ownership of a tract. The Association initially shall have two classes of voting members as follows:

Class A members shall be all Lot owners with the exception of Declarant, and shall be entitled to one vote for each acre owned. ~~An acre shall be considered as "owned" when a legal record title thereto has been transferred from Declarant to a third party.~~ When more than one person owns or holds an interest in a particular tract, all such persons shall be members and the vote for such tract shall be exercised as they may determine among themselves; provided, however, in no event shall more than one vote be cast with respect to any tract owned by Class A members.

Class B members shall be Declarant, who shall be entitled to exercise four votes for each acre owned by Declarant. The Class B membership shall cease and automatically be converted to Class A membership when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership.

In order to provide a fund for the proper maintenance of any common areas (hereinafter called "Maintenance Fund") including, but not limited to payment of taxes and maintenance of roadways, there is hereby imposed upon each tract in the subdivision an annual maintenance charge which initially shall not exceed ten dollars (\$10.00) per acre contained within the exterior boundaries of such tract; provided, however, such maximum per acre charge shall be adjusted on an annual basis commencing with calendar year 1991 for changes in the Consumer Price Index as follows: For calendar year 1991 and each subsequent calendar year the maximum charge per acre shall be adjusted by multiplying such initial maximum charge of ten dollars (\$10.00) per acre by the ratio of the Consumer Price Index for the immediate preceding December divided by the Consumer Price Index for December, 1990 (basis 1967=100.0). The Consumer Price Index currently is published by the United States Department of Labor, Bureau of Labor Statistics. If such index ceases to be published, it shall be replaced by a substantially equivalent index selected by the Association based upon the projected cost of operating, maintaining and repairing such common areas. Once assessed by the Association such maintenance charge shall be payable at such intervals as selected from time to time by the Association by each owner of a tract in the subdivision. Any delinquent maintenance charge shall accrue interest at any annual rate determined from time to time by the Association (which shall not exceed the maximum lawful annual interest rate) from the date

of delinquency until paid. The maintenance charge hereby imposed shall not apply to Declarant, or to any tract to which Declarant owns both the record and beneficial title.

Neither Declarant nor the Association shall be liable or responsible to any party in failure or inability to collect the maintenance charge or any part thereof from any party.

The Association may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining any and all of the common areas which the owners and/or occupants of tracts may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location. It is agreed and understood that the judgement of the Association, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Association, as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each tract in the subdivision subject to such charge. There is hereby granted unto the Association an express lien against each tract of the subdivision to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code §1.002) or a vendor's lien without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. Said lien and all other provision of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure all or any portion of the purchase price of any tract or any part thereof, or given to any party, agency or department of the State of Texas, bank, savings and loan association, insurance company, trust company, fraternal benefit organization or corporation with banking or related powers, lawfully lending money for the purposes of making repairs of constructing dwellings or any other improvements whatsoever on any portion of any tract, or acquiring any promissory note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provision of this agreement, in whole or in part, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract or tracts within the subdivision.

Notwithstanding anything contained herein to the contrary, if record title to any tract is acquired by the Veteran's Land Board of the State of Texas (the "VLB") then so long as record title to such tract is held by the VLB, such tract shall not be subject to or encumbered with a lien to secure payment of the maintenance charge; however, payment of the maintenance charge shall remain the personal obligation of the party purchasing such tract from the VLB and upon the conveyance of record title out of the VLB such tract again shall be subject to the lien herein created to secure payment of the annual maintenance charge.

Any person negligently or willfully damaging or destroying all or any portion of the common areas shall be responsible to the Association for damages, and the Association shall use any funds collected by claim, lawsuit, or settlement agreement arising out of such damage or destruction, to repair such damage or destructions, to the extent of such funds.

Association shall have, and it is hereby granted, the full right, power and authority to dedicate and/or convey all of its rights, titles and interests in and to the common areas or any part thereof and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms hereof to a public or quasi-public corporation or entity with the power to tax such as a city, Bastrop County or a public district having such powers. All references to Association shall apply with equal force and effect to any successor in interest to Association.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL

1. Architectural Control: No structure, building, fence or driveway shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structures has been approved by the Architectural Control Committee of two as to quality of workmanship and as to location with respect to topography and finish grade elevation. The Architectural Control Committee of two is composed of Henry Wendlandt and Robert Ingram. In the event of the death or resignation of either, the executors of their estates shall have full authority to designate a successor. The Committee of two as required in these covenants, shall indicate approval or lack of it in writing. In the event the committee of two or its designated representative, fails to approve or disapprove within thirty (30) days plans and specifications that have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The duties of this office shall be turned over to the Property Owners Association at such time as all the property within the subdivision has been sold by Declarant.

2. All dwellings, exclusive of open porches, garages, carports and patios, shall be of at least 1200 square feet. Mobile homes (including single wide, double wide and manufactured housing) are prohibited.

E. BUILDING SET BACK LINES

1. Building set back lines shall be a guide to locating the house and varies as to location. This line is not meant to encourage all houses to be aligned but to retain the estate concept and place houses away from the roadway. Building sites to be a minimum of 100' from the front property line.

2. No building shall be located on any lot or tract less than one hundred (100) feet from front property line, no less than twenty-five (25) feet from side property line. No structure shall be located nearer than one hundred (100) feet to any side street. ~~Basins and out-buildings must be built to the rear of the main house and within one hundred (100) feet of the back property line.~~ No trees may be cut on the first one hundred (100) front feet of the property except for driveway.

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3. No campers, buses, boats or recreational vehicles of any type shall be permitted on front one-half (1/2) of the lot or be visible from the roadway. No structure other than fencing shall be permitted closer than twenty-five (25) feet from any side property line.

F. MISCELLANEOUS

1. If, through error or oversight or mistake, any owner of a parcel of land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly herein provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels of said land to change, alter or violate any of the restrictions and limitations herein contained.

2. Declarant hereby retains the right, in the furtherance of the uniform plan for the development of such property as a residential neighborhood, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property imposed by this instrument, provided he, in the exercise of his best judgment and discretion, is of the opinion that any such amendment or variances would enhance the plan for the development of such property, save trees or utilize a better building site.

3. The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels, including the right to acquire title to any such parcels by contract or otherwise of said land whether by descent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any parcel of such land, shall thereby agree to the covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Bastrop County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired the title to, or the right to acquire title to, any parcel of land.

4. The restrictive covenants and use limitations herein published and impressed on all parcels of said land shall be binding on all of the owners of parcels or portions of said land for a period of twenty (20) years unless by a vote of the owners of two-thirds of the property herein described, taken prior to the expiration of said twenty (20) years and filed for record in the Deed Records of Bastrop County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said land. The same percentage shall be required to amend these restrictions, with the exception that Declarant reserves the right to amend this instrument and grant variances as set out in Paragraph No. F2 above.

5. It is expressly understood that the undersigned, its successors, legal representatives or assigns, or any one or more of the owners of parcels of said land, shall have the right to enforce the restrictive covenants and use limitations herein provided for on such land by injunction, either prohibitory or mandatory or both in order to prevent a breach thereof or to enforce the observance thereof which remedy however shall not be exclusive and the undersigned, its successors, legal representatives and assigns, or any other person or persons, owning parcels of said land,

injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that the owners of other parcels of said land have been injured thereby.

WITNESS OUR HANDS THE 27th DATE OF JULY, 1993

Henry Wendlandt
Henry Wendlandt

Robert Ingram
Robert Ingram

(acknowledgment)

THE STATE OF TEXAS)
THE COUNTY OF BASTROP)


This instrument was acknowledged before me on this 27th day of July, 1993 by HENRY WENDLANDT and ROBERT INGRUM.



Mary M. Wallace
NOTARY PUBLIC, STATE OF TEXAS
My commission expires on:

FILED JUL 24 1993
1:05 P M
Shirley Hillborn
COUNTY CLERK
BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
I hereby certify that this instrument was FILED on the date and time stamped herein by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Bastrop County, Texas, as Stamped hereon by me on

 AUG 6 1993
Shirley Hillborn
COUNTY CLERK
BASTROP COUNTY, TEXAS

Any Provision Herein Which Restricts the Sale, Rental, or Use of the Described Real Property Because of Color or Race is Invalid And Unenforceable under Federal Law.