

WOOD CREEK ONE
OWNERS ASSOCIATION

DEED REISED BY
REVISED BY
AMENDMENT
1, 1990

ARTICLES OF INCORPORATION
CORPORATION BYLAWS

REVISED April 18, 2005
Clerk's File #
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Montgomery County
Real Property Records

DATE: DECEMBER 1, 1989

ISSUED: BOARD OF DIRECTORS

REVISED BY
REVISED BY
AMENDMENT

622-01-1862

AMENDED DECLARATION OF RESTRICTIONS

July, 1989

FOR

8945002

WOOD CREEK

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)
)
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, COCHRAN DEVELOPMENT CORPORATION, a Texas corporation, sometimes hereinafter referred to as "Developer", being the agent and attorney-in-fact of the owner, James B. Bumgardner, Sr., executed a "Declaration of Restrictions" for WOOD CREEK ONE, A subdivision in Montgomery County, Texas said Declaration being dated June 12, 1979, and recorded under County Clerk's File No 7921572, Volume 1138, Page 586 thru Page 596, said Declaration being amended by instrument dated December 6, 1979 and recorded under County Clerk's File No. 7946696, Volume 1171, Page 302 of the Real Property Records of Montgomery County, Texas, and said Declaration being amended by instrument dated May 12, 1983 and recorded under County Clerk's File No. 8325912, Volume 206-01, Page 412 and 413 of the Real Property Records of Montgomery County, Texas; and

WHEREAS, it is the desire of the tract owners in WOOD CREEK ONE to insure the preservation of the uniform plan of development and improvements of their properties as established by the original Declaration of WOOD CREEK ONE, for the benefit of both present and future owners of tracts in said Subdivision; and

WHEREAS, The Declaration of Restriction for WOOD CREEK ONE, as amended, provides in EXHIBIT D, Section 1, that the Declaration of Restrictions contained therein may altered, rescinded, or modified by " ... an instrument signed by the majority in votes of the then owners of tracts in WOOD CREEK, is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions ..."; and

WHEREAS, the undersigned own a majority of the tracts in WOOD CREEK ONE as defined in said Declaration of Restrictions;

NOW, THEREFORE, for and in consideration of TEN and NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the undersigned hereby execute this instrument and are causing it to be recorded with the County Clerk of Montgomery County, Texas, for the purpose of further amending and restating the Declaration of Restrictions for WOOD CREEK ONE as heretofore amended by completely amending the Declaration of Restrictions for WOOD CREEK ONE to hereinafter read as follows:

ARTICLE I

TERMS AND DEFINITIONS

Section 1. "Association" or "Corporation" shall mean and refer to Wood Creek One Owners Association, its successors and assigns, a non-profit corporation, Charter Number 01081524-01, under the State of Texas provided for in Article II.

Section 2. "Properties" shall mean and refer to that certain real property described in these Restrictions and such additions thereto as may hereafter be brought within the jurisdiction and terms of these Restrictions.

Section 3. "Tract" or "lot" shall mean and refer to any plot of land shown upon and legally, duly recorded Subdivision Plats and map of the Properties with Montgomery County, Texas.

Section 4. "Owner" or "member" shall mean and refer to the record owner, whether one or more persons, of the title to any tract or living unit, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Restrictions" shall mean and refer to these Deed Restrictions applicable to the Properties recorded in the County Clerk's office of Montgomery County, Texas.

Section 6. "Voting rights" shall mean and refer to each member entitlement to one (1) vote per legally recorded tract on each matter submitted for a vote to the members of the Association.

Section 7. "Committee" shall mean and refer to the Building Control Committee as outlined in Article IV.

Section 8. "Board" shall mean and refer to the Board of Directors of the Association as outlined in Article V.

ARTICLE II

RESERVATIONS AND DEDICATIONS

Section 1. ROAD EASEMENTS

The right-of-ways and easements as shown on the WOOD CREEK ONE Plats for the purpose of roads, roadways, and public access shall continue to be reserved for the respective purposes. Said right-of-ways and road easements are hereby dedicated to Montgomery County, Texas.

Section 2. UTILITY EASEMENTS

The easements as shown on the WOOD CREEK ONE Plats for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telegraph and telephone, gas, sewers, water, or cable TV installed in, across and/or under the Properties shall continue to be reserved for the respective purposes. No utility company using the easements herein referred to shall be liable for any damages done by them or their agents, employees, assigns, or servants to fences, shrubbery, trees, or other property of the Owner situated on the land covered by said easements.

Section 3. PIPELINE EASEMENTS

The right-of-ways and easements as shown on the WOOD CREEK ONE Plats for the purpose of constructing, maintaining, and repairing a system or systems of drainage ditches and underground pipelines in, across and/or under the Properties shall continue to be reserved for the respective purposes. No pipeline company using the right-of-way or easements herein referred to shall be liable for any damages done by them or their agents, employees, assigns, or servants to fences, shrubbery, trees, or other property of the Owner situated on the land covered by said right-of-way or easements.

Section 4. GENERAL EASEMENT CONTINUATION

It is expressly agreed and understood that the title conveyed to any tract within the Properties by contract, deed, or other conveyance shall be subject to any right-of-ways and easements affecting same for roads, roadways, drainage ditches, underground pipelines, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable TV purposes and shall convey no interest in any pipes, lines, poles, or conduits, or any utility facility or appurtenances thereto or hereafter constructed on said easement or right-of-way by holder of easement or right-of-way.

ARTICLE III

ORGANIZATION AND COMMITTEESSection 1. PROPERTY OWNERS ASSOCIATION

There is hereby created the WOOD CREEK One Owners Association, hereinafter called "Association", for the purpose of protecting and promoting the residential and recreational environment of all of WOOD CREEK through maintenance and enforcement of the property restrictions adopted for WOOD CREEK ONE Subdivision. The Association shall consist of all the purchasers, grantees, lessees and owners of the tracts which are in Section I of said WOOD CREEK with the owner of each tract being entitled to one (1) vote per tract contained within the subdivision. The Association shall act by and through a Board of Directors, composed

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of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election. The Association shall be a non-profit corporation as outlined in Article I, Section 1.

The Board of Directors shall perform but not be limited to the following functions:

- (a) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as herein created;
- (b) enforce, by appropriate legal proceedings, these Declarations, covenants, restrictions, and Association Bylaws in the manner set out herein;
- (c) keep financial records with respect to maintenance charges collected, which record shall be available for inspection by any tract owner and member of WOOD CREEK ONE at all reasonable times; and
- (d) comply with any and all provisions of the Charter of Incorporation of Association and duly adopted and approved Bylaws;
- (e) do all other acts necessary to preserve, protect and promote the recreational and residential environment of WOOD CREEK ONE, through maintenance and enforcement of the property restrictions.

Section 2. BUILDING CONTROL COMMITTEE

The Board of Directors shall also act as the Building Control Committee (hereinafter elsewhere called the "Committee"). The Committee shall approve or reject plans and specifications for improvements to be erected in WOOD CREEK ONE in the manner set out herein. Specific functions of the Committee are outlined in Article IV.

ARTICLE IV

BUILDING CONTROL COMMITTEE

Section 1. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building, structure, or improvements shall be erected, placed or altered on any residential building site or tract in WOOD CREEK ONE, until the construction plans, specifications, and the plat plan of the building site showing the locations of all buildings, driveways, sidewalks, and other improvements to be erected thereon have been approved by the Committee as to use, quality of workmanship and

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materials, conformity and harmony with the external features of existing structures in WOOD CREEK ONE, and as to location of the building and improvements with respect to topography and finished grade elevation. A majority of the Committee may designate a representative with authority to approve the design and location of any improvements. Any approval or disapproval by the Committee of any matters herein required or permitted shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after any plans or specifications have been submitted to it, or in any event, if no suit to enjoin the construction under such plans and specifications has commenced prior to the completion of the improvements, approval will not be required and the provisions of this paragraph shall be deemed to have been fully satisfied.

The Committee shall not approve nor grant permission, in any way, for deviations in building area, materials of construction, and location. No deviation from these Restrictions shall be granted by either the Board of Directors or the Building Control Committee except as specifically provided in these Restrictions. ←

The Committee shall also have the right and duty to enforce these conditions, covenants, assessments, protective provisions, and restrictions in any court of law or equity having jurisdiction to hear such action.

The Committee is to approve or disapprove plans and perform such functions as hereinabove and hereinafter provided. The Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control and may delegate to such architect or architects such portion of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

The Association and the Committee, as well as their agents, employees and architects, shall not be liable to any owner of any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions except as specifically outlined in these Restrictions. No approval of plans and specifications shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or residence foundation. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or residence foundation will be built in a good workmanlike manner.

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The acceptance of a deed to a residential tract in the subdivision, shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that the Association and the Committee as well as their agents, employees and architects, shall have no liability under these Restrictions.

No improvement of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any residential tract in the subdivision until the complete plans and specifications and a plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

- a. Two (2) complete sets of plans and specification shall be delivered to the coordinating architect (or the Committee if there is no coordinating architect). Such plans and specifications shall be reviewed as to quality of design workmanship and materials, harmony of exterior design with existing or approved structures, and locating with respect to topography and finish grade elevations. Such approval is to be based on the applicable requirements and restrictions set out herein.
- b. If found to be in compliance with these Restrictions and the adopted standards and guidelines, a letter of approval with any qualifications or modifications will be prepared for the countersignature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than one (1) year after such approval. After one (1) year, all plans and specifications must be resubmitted for approval by the owner.
- c. If found not to be in compliance with these Restrictions or the adopted standards and guidelines, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.
- d. If no action is taken on plans and specifications within thirty (30) days after their delivery to the Coordinating Architect or Committee, they shall be deemed approved on the 30th day after such delivery.

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The two (2) complete sets of plans and specifications shall be submitted to the following:

Wood Creek One Owners Association
Attn: Building Control Committee
Post Office Box 1014
Montgomery, Texas 77356

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Section 2. DELEGATION of POWER

The Board of Directors shall have the right to appoint members of the Association to act on the Board behalf and to constitute a the Building Control Committee. No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

Section 3. STANDARDS and GUIDELINES

The Committee must promulgate an outline of minimum acceptable construction and architectural standards to be reviewed from time to time; provided that such outline will serve as minimum guideline and as such the Committee shall be bound to use in review of plan and specifications for approval. Any standards and guidelines adopted by the Committee shall be equal to or exceed the standards for Montgomery County, Texas and the State of Texas and shall not be in violation of any local, state or federal laws or other provisions of these Declarations.

Section 4. TERM

The duties and powers of the Committee shall continue so long as these Declarations shall remain in legal force and effect.

ARTICLE V

WOOD CREEK ONE OWNERS ASSOCIATION

Section 1. MEMBERSHIP and VOTING

Each and every person, firm, partnership, association, or other entity who may now or at anytime hereafter be the record owner of the fee or a fee interest in any tract or tracts, as defined in the said Declaration, whether improved or unimproved, within the property constituting WOOD CREEK, SECTION ONE, shall automatically, upon becoming such owner, be a member of the Association with the voting rights set forth in the following paragraph, and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each tract and may not be separated from such ownership. If a tract is legally subdivided in accordance with the

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Declaration of Restrictions outlined in Article VI and properly recorded with certified survey of boundaries with Montgomery County, owner(s) of each said tracts shall automatically become members of the Association. It shall be the obligation of each member to notify the Association in writing of his name, ownership, and mailing address, so that the same may be recorded on the membership roll and records of the Association. Notification shall be addressed to the Secretary of the Association at the business address:

Wood Creek One Owners Association
Attn: Secretary
Post Office Box 1014
Montgomery, Texas 77356

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The Association shall have voting membership who shall be composed and having voting rights as follows:

- (a) Members shall be all owners.
- (b) Each owner shall be entitled to one vote for each tract, as defined in the Restrictions and paragraph above, owned by him.
- (c) When more than one person owns a fee interest in any tract, all such interested persons shall be members; however, the vote for such tract in which more than one person has a fee interest shall be cast by the person or persons having a majority interest, and in the event the persons having a majority interest are not able to agree in respect to a vote upon any matter, then such owners shall not have a right to vote on such subject, as there shall be no fractional votes.

Section 2. NON-PROFIT CORPORATION

WOOD CREEK ONE OWNER ASSOCIATION, a Texas non-profit corporation Charter Number 01081524-01, has been previously organized; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall continue to vest in said corporation.

Section 3. BYLAWS

The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the provisions herein or any local, state or federal laws.

Section 4. INSPECTION of RECORDS

The books, records and documents of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Restrictions, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member.

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ARTICLE VI

CONDITIONS AND RESTRICTIONSSection 1. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in WOOD CREEK ONE. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

ALL MOBILE HOMES AND TRAILER HOUSES ARE ABSOLUTELY FORBIDDEN TO BE LOCATED ON THE LAND AT ANY TIME. All violators of this paragraph shall be notified in writing by either the Board of Directors, member of Building Control Committee, or any member of the Association. After fifteen (15) days from the date of the written notice, mobile homes and/or trailer houses may be removed from the premises by a majority vote of the Board of Directors at the Tract owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense. Mobile homes and /or trailer houses will not be released to owner until all expenses incurred in removing same from subject tract have been paid by the owners in cash to the Association.

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Section 2. TRACT AREA AND WIDTH

No tract may be re-subdivided into lots or tracts of less than five (5) acres.

The Board of Directors and the Committee may jointly grant in writing the approval to sub-divide a tract into lots or tracts of two (2) acres or more if requested in writing by a Federal or State agency. The granting of special dispensation requested by a Federal or State agency shall be for a specific case and shall not set a precedent for any other case or tract. The Board of Directors and the Committee may jointly specify any conditions and/or limitations of the special dispensation requested by a Federal or State agency.

A tract shall be legally subdivided in accordance with these Restrictions provided that:

- (a) written approval is obtained from Board of Directors;
- (b) A properly recorded document with certified survey of boundaries is recorded in the Real Property Records of Montgomery County, Texas.

All sub-divided tracts shall provide direct access to existing roads or irrevocable access easement to existing roads.

Section 3. DWELLING SIZE, CONSTRUCTION, AND MAINTENANCE

- (a) General Minimum Standards for all residential dwellings shall have either a concrete foundation, pier and beam foundation, or foundation built of materials and by a method approved in writing by the Building Control Committee. All dwellings shall be equipped with fresh water well or in the event of construction by the Association, public agency, or private developer of an underground water system, connection to such underground water system, and septic tank connections in accordance with County minimum requirements, and exterior walls of all dwellings shall be completed with a suitable grade of metal, wood, brick, or masonry siding so as to present a suitable appearance, provided however, that the Committee has the authority in its sole discretion to approve construction utilizing other siding materials, where, in its judgment, such deviation will result in a structure of suitable appearance. Such approval must be granted in writing, and when given, will become a part of these restrictions. All roofs on dwelling shall be constructed and maintained with fire resistant wood shingles, tile shingles, composition shingles, or aluminum shingles. Roofing of tool sheds, garages, carports and animal shelters may be made of any suitable material, subject however, to the approval of the Committee.

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- (b) Minimum Dwelling Size -
*1 A dwelling placed on any tract shall have a living area of one thousand one hundred (1,100) square feet or more of floor area (living space) exclusive of porches, overhangs, and garages.
- (c) Maintenance -
All dwellings, garages, out-buildings, barns, animal shelters shall be maintained in a structurally sound, harmonious and clean manner. The owners are required to repair, replace, or fix any damage or deterioration of the structures.

Section 4. BUILDING LOCATION

A dwelling shall be located on any tract at least one hundred fifty (150) feet of the front property line of the tract and at least twenty (20) feet of the side tract property line. Detached garages to a dwelling shall be located behind a line drawn along the farthest rear elevation of the dwelling and at least twenty (20) feet of the side tract property line.

Out-buildings, barns, stables, animal shelters, or other non-dwellings structures shall be located on any tract at least three hundred (300) feet of the front property line of the tract and at least fifty (50) feet of the side tract property line.

With respect to corner tracts within the subdivision, the front property line shall be that line which lies along the road and has the least amount of road footage. Any deviation from this restrictive covenant must be approved in writing by the Building Control Committee.

Section 5. BUILDING CONTROL

- (a) APPROVAL BY BUILDING CONTROL COMMITTEE -
No building, structure, or improvements shall be erected, placed, or altered in any tract until construction plans, specifications and a plot plan showing location of the structure thereon have been approved by the Building Control Committee as to quality of workmanship and materials, as to harmony with existing structures with respect to topography and finished grade elevation, and as to compliance with minimum construction standards more fully provided for in This Article and Article IV herein.
- (b) CONSTRUCTION and COMPLETION -
Written approval of the Committee shall be required before any single family dwelling may be occupied prior to the entire completion of the exterior of such dwelling including all additions or expansions. Entire completion additionally shall included but not be limited to removal from the construction site

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*1 1,800 square feet (one thousand eight hundred square feet)

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of all unused construction materials and cleaning of the construction site so that the general appearance of the area meets the standards set by the Committee.

Section 6. RECREATIONAL VEHICLES AND SHELTERS

Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house and camping trailers, motor homes, tents or other portable camping structures, when used temporarily for camping and non-permanent recreational activities, but not for permanent residential purposes. A trailer, motor home, tent or other camping shelter shall be deemed to be in use for permanent recreational purposes if the same remains on a tract in the Properties in excess of fifteen (15) days. If a trailer, motor home, tent, or other camping shelters remain on any tract for more than fifteen (15) days, the subject dwelling shall comply with provisions in Article VI, Section 1 and 3. After fifteen (15) days, the Board of Directors shall have the right to remove any such vehicle(s) or shelter(s) which is placed on any tract in violation of these restrictions at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 7. TEMPORARY STRUCTURES

No building materials or temporary building of any kind or character including, but not limited to, tents, shacks, garages or barns, shall be placed or stored upon the property until the owner is ready to commence improvements and has written approval from Building Control Committee. Such materials or temporary building(s) shall be placed within the property lines of the tract or parcel of land which the improvements are to be erected, and shall not be placed in the streets; and any such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition and shall be removed upon completion of construction. If any such building materials or temporary building(s) shall remain on any tract for more than one (1) year, a renewal of the written approval must be obtained for Building Control Committee.

If after one (1) year and if no renewal is granted, the Board of Directors may have the temporary building or building materials removed at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall

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be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 8. FENCES

(a) Fence Classifications -

All fences of any type shall be approved in writing by the Building Control Committee. There shall be two (2) classes of fencing:

- 1) Class A fencing shall be any fencing on the tract property line or within twenty (20) feet of the tract property lines.
- 2) Class B fencing shall be any fencing which is interior to the property line or more than twenty (20) feet from a tract property line.

(b) CLASS A Fence -

The minimum type fence construction material accepted for Class A fencing shall consist of a four strand barbed wire fence with wooden 3.5 inch square top posts, such posts being a maximum of ten (10) feet apart and all corners shall be properly guy-wired and braced. Corner posts shall be wooden 5.5 inch square top posts. The above is set as a minimum standard and does not prohibit the owner from installing higher quality fences if approved by Committee.

Class A fences shall not be constructed of what is commonly known as "chicken wire"; however, galvanized chain link or cyclone fence with steel pipe posts and top steel rail or four strand barbed-wire fencing with "tee" posts shall be considered to exceed the minimum fencing standards by the Committee.

(c) CLASS B Fence -

Class B fencing shall be used for enclosures for gardens, animal pens, corrals, and the like. The minimum type fence construction material accepted for Class B fencing shall consist of a four strand barbed wire fence with wooden 2.0 inch square top posts, such posts being a maximum of ten (10) feet apart and all corners shall be properly braced. Corner posts shall be wooden 3.5 inch square top posts. The above is set a minimum standard and does not prohibit the owner from installing higher quality fences if approved by Committee. Class B fences may be constructed of what is commonly known as "chicken wire".

Section 9. SIGNS

No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential or recreational tract

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without the consent in writing of the Committee. There shall be two (2) exceptions for sign(s) on a tract and shall be considered approved by both the Board of Directors and the Committee:

- (a) One (1) sign not more than forty-eight (48) inches square, advertising the property for sale, rent, or signs used by a builder to advertise the property during the construction or sales period.
- (b) "NO TRESPASSING" or "POSTED - KEEP OUT" sign(s) of a size and quantity as outlined and specified by the Board of Directors and approved by the Committee.

The Board of Directors shall have the right to remove any such signs, advertisement or bill board, or structure which is placed on any tract in violation of these restrictions, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments to compensate for said expense.

Section 10. LIVESTOCK AND POULTRY

Dogs, cats, and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers, as defined by the Board, or for any commercial purpose. Furthermore, horses, cows, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes and shall be kept in a suitable enclosure approved by the Committee for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock, or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkept appearance or produces noxious odors may be declared a nuisance by the Committee or the Board of Directors and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine (pigs) may not be kept on any tract unless they are for exhibition purposes and shall be limited to not more than two (2). Non-domestic animals such as but not limited to lions, tigers, cougars, bears, camels, wolves, or other wild or exotic animals shall not be kept on any tract whatsoever. Sheep, goats, and pigs may only be kept for the purposes of school projects and exhibitions and shall be subject to approval by the Board of Directors and shall comply with all nuisances and noxious odors provisions of this Article.

Section 11. NUISANCES

No noxious, offensive, dangerous or noisy activity shall be conducted

on any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said tract is located. The definition of a nuisance and noxious, offensive, dangerous or noisy activity shall be at the total and final discretion of the Board.

Section 12. TRACT MAINTENANCE

Tracts shall be kept clean and free of trash, garbage, and debris. Fires shall be contained in a safe enclosure. No grass or weeds shall be allowed to grow to a height which is unsightly in the opinion of the Association. The Association shall notify owner of record if a tract is in violation of this section.

After fifteen (15) days of the notification, the Board of Directors may remove accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, court cost, etc., to compensate for said expense.

Section 13. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish and trash, garbage and other wastes shall be kept in enclosed sanitary containers until disposition.

Section 14. REMOVAL OF DIRT AND OTHER MINERALS/DRILLING AND EXCAVATION

No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any tract by any purchaser, grantee, or lessee of any purchaser or grantee. Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without permission in writing from the Committee.

Section 15. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force. All septic systems must be approved by the Committee before construction and after completion of installation. Raw sewage shall not be discharged onto surface of any tract or into any stream, side-road ditches or channel.

All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the latest specifications as

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set out in the latest guidelines prepared by the Health Department of the State of Texas and Montgomery County. A copy of which can be obtained from the County Engineer's office at the County Courthouse in Conroe, Montgomery County, Texas. No outside or surface toilets shall be permitted under any circumstances. All lavatories, toilets, and bath facilities for any dwelling shall be completely installed and functioning before any residence is occupied .

Section 16. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles. An abandoned motor vehicle is one without either a current state inspection sticker or current valid license sticker. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be kept on any tract other than in a garage, or other structure approved by the Committee. All violators shall be notified in writing.

After fifteen (15) days, the Board of Directors may remove abandon or junked vehicle(s) or junk of any kind or character or miscellaneous debris at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 17. HUNTING

Absolutely no hunting, trapping, or the discharging of any firearms, shall be allowed on WOOD CREEK ONE. The installation of deer stands, deer blinds, duck blinds, or any other type of structure for the purpose of hunting wild game is strictly prohibited on any tract in WOOD CREEK ONE.

The Board of Directors may remove any such hunting structures or traps from any tract at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 18. STORAGE

No tract shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any tract as residential or recreational property or in direct connection with construction of improvements

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July, 1989

which are approved by the Committee. All violators shall be notified in writing.

After fifteen (15) days, the Board of Directors may remove said equipment, material or vehicle(s) at the owner's expense, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The owner shall be invoiced for the expenses. If owner does not reimburse the Association, the owner shall be subject to additional assessments, including but not limited to attorney's fee, storage cost, court cost, etc., to compensate for said expense.

Section 19. STRUCTURES ON EASEMENTS

No structure, planting or other material shall be placed or permitted to remain within the easements of record in Montgomery County, Texas to which WOOD CREEK ONE is subject, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. 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 the Association, a public utility authority or utility company is responsible. Grantor expressly reserves the right to use utility easements dedicated to the public as shown on the recorded plat of the subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public or private utility purposes, including systems for utilization of services resulting from advances in science and technology.

Section 20. INTERPRETATION

In the event of any dispute over the proper interpretation of any of the provisions of this declaration, the determination of the Board of Directors shall be final and binding on all interested persons.

Section 21. GENERAL APPEARANCE

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of WOOD CREEK ONE and in conformance to the standards set by the Association.

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July, 1989

ARTICLE VII

ASSESSMENTSSection 1. ASSESSMENT FEES

Each tract in WOOD CREEK ONE shall be subject to any annual maintenance charge. Annual maintenance fee or "assessment fee" shall be used to cover expenses incurred for but not limited to any or all of the following purposes: enforcement and administration of the maintenance funds; enforcement of all covenants and restrictions by the Building Control Committee; and doing any other things necessary or desirable in the opinion of the Board of Directors of the Association to keep, maintain and improve the WOOD CREEK ONE, or which it considers to be of general benefit to the owners or occupants of the property covered by these Declarations. It being understood that the judgment of the Board of Directors of the Association in expenditure of such funds shall be final as long as such judgment is exercised in good faith. Any assessment charge shall be collected by the Board of Directors of the Association, its successors and assigns annually.

Funds for the Association are provided through collection of an annual assessment fee paid by each tract owner, whether that tract is owned by a resident, a builder, an absentee landlord, or the developer. The maximum allowable assessment fee is \$50.00 annually per tract. Annual assessment period shall be from January 1st through December 31st of the year. The actual amount of the annual assessment may be set lower by the Board of Directors and shall be set in the November meeting of the Board of Directors. Annual assessment fee shall not exceed the maximum allowed in this paragraph.

Section 2. LIENS to SECURE PAYMENT of ASSESSMENT

Each member is obligated to pay to the annual assessment fee which shall be secured by a continuing lien upon the property against which assessment is made. Any assessments, which are not paid within thirty (30) days after the due date, shall bear a maximum penalty from the date of delinquency of \$10.00 per tract per year. Association may bring an action at law against the owner personally who is obligated to pay the same or file a lien claim affidavit against the property. The amount of the lien shall be for assessment, penalty, filing costs, cost for corrective action(s) on Deed Restrictions violations, and attorney's fees of any such action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets or common area or abandonment of his tract or living unit.

The aforesaid lien to secure payment of the assessment fee, together with all interest, expenses, costs, court costs, and reasonable attorney's fee which may be incurred in connection therewith, shall run

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with the land and be a continuing charge on the tract assessed, and shall also be the personal obligation of the owner of each tract at the time of the assessment.

Section 3. PROCEDURE FOR COLLECTION OF ASSESSMENT FEE

"Delinquent Assessment Fee" shall mean and refer to any unpaid assessment fee after March 31st of the year in question. All assessment fees shall be due on January 1st and be considered delinquent after March 31st of the year.

The Board of Directors reserve the right to charge a maximum penalty of \$10.00 for delinquent assessment fee or less at the discretion of the Board.

Statements of assessment fee shall be mailed to the owner of record on or before December of the previous year. Said statement shall indicate the amount of fee, date due, date past due, and amount of penalty when past due. The Treasurer of the Association shall be responsible for mailing assessment fee statements. It is the tract owner's responsible for paying the fee directly to the Association or its Agent(s) each January or to be sure their mortgage company pays the fee directly to the Association or its Agent(s). A penalty is assessed for late payment. The ultimate responsibility for payment of the maintenance fee remains with the tract owner.

The following procedure and timetable shall be adhered to for the collection of any delinquent assessment fees as defined in Section 2.0 of Article VII:

- a) **APRIL 1st** or first working day thereafter -
The Treasurer of the Association or its agent shall notify the Owner of record of the delinquent assessment fee that the assessment fee is past due and the owner has 30 days to pay.
- b) **MAY 1st** or first working day thereafter -
Association through its attorneys shall notify the Owner of record by letter that in 60 days a lien claim affidavit shall be placed on the tract at the Montgomery Courthouse. A registered letter shall be mailed to owner of said tract demanding payment and of pending lien filing on said tract to collect a delinquent indebtedness.
- c) **JULY 1st** or first working day thereafter -
Association through its attorneys may place a lien claim affidavit on the tract of the Owner of record for collection of delinquent fee. This action must be approved by the majority of the Board of Directors of the Association.

All cost, penalties, filing fees and related expenses for lien filing and attorney's fees shall be added to the indebtedness as the said

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

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expenses are incurred.

SECTION 4. CHANGE IN ANNUAL ASSESSMENT FEE

The maximum allowable assessment fee may be increased only by an affirmative vote of 51% majority of the members as a whole.

Section 5. UNIFORM RATE of ASSESSMENT

The annual assessment fee shall be fixed at uniform rate for all tracts. If the Association has incurred any expenses in the collection of the assessment fee or in corrective action for violations to these Declarations, these cost shall be added to the annual assessment fee of the tract in question without violation of the uniform rate of assessment provisions of this paragraph.

Section 6. SPECIAL ASSESSMENTS

The Board of Directors of the Association shall not make, assign, establish or approve any assessment (special or otherwise) except the annual assessment provided in Article VII, Section 1. The right to establish and set the amount of any special assessment shall reside with the membership as a whole and shall not be a power of the Board of Directors. The adoption of any special assessment fee shall be a signed petition of a 2/3 majority of the membership as a whole.

ARTICLE VIII

GENERAL PROVISIONSSection 1. TERM

These covenants and restrictions shall run with the land and shall be binding upon and inure to the benefit of all owners of tracts in WOOD CREEK ONE, and all persons claiming under them until January 1, 2010, after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority in votes of the then owners of tracts in WOOD CREEK ONE, is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part with the owner of each tract being entitled to one (1) vote. Any such instrument shall show the tract owned by each Owner signing same and, incase property is owned by a man and wife, as community property, the signature of either husband or wife shall be sufficient.

Section 2. AMENDMENTS

The Owners of tracts in WOOD CREEK ONE, its successors and those to whom this right is expressly assigned, shall have the right and power to modify or eliminate entirely the foregoing restrictions by recorded instrument with respect to WOOD CREEK ONE. These Restrictions, or any

AMENDED DECLARATION OF RESTRICTIONS FOR WOOD CREEK

July, 1989

part of them, may be amended by an instrument signed in writing by the Owners of a two-thirds (2/3) majority of the tracts and duly recorded in the County Clerk office of Montgomery County, Texas any time during the term of these restrictions as defined in Article VIII, Section 1.0. Any such instrument shall show the tract owned by each Owner signing same and, incase property is owned by a man and wife, as community property, the signature of either husband or wife shall be sufficient.

Section 3. ENFORCEMENT

The covenants, reservations easements and restrictions set out herein are for the benefit of Owners of any tract or tracts in WOOD CREEK ONE, and his heirs, executors, administrators, and assigns, and restrictions contained herein shall be construed to be covenants running with the land. The Board of Directors of the Wood Creek One Owners Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity by any one or more of said parties, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration.

Section 4 SEVERABILITY

The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

Executed as of the dates of our acknowledgement set forth below to be effective on January 1, 1990.

2005-039449

804-10-0982

37
y
32
names

AMENDMENT

The current (July, 1989) Wood Creek One Property Owner's Association Deed Restrictions state:

Article VI

CONDITIONS AND RESTRICTIONS

Section 3.

DWELLING SIZE, CONSTRUCTION, AND MAINTENANCE

(b)

Minimum Dwelling Size -

A dwelling placed on any tract shall have a living area of one thousand one hundred (1,100) square feet or more of floor area (living space) exclusive of porches, overhangs, and garages.

The Board would like to amend the Minimum Dwelling Size to read as follows:

Article VI

CONDITIONS AND RESTRICTIONS

Section 3.

DWELLING SIZE, CONSTRUCTION, AND MAINTENANCE

(b)

Minimum Dwelling Size -

A dwelling placed on any tract shall have a living area of one thousand eight hundred (1,800) square feet or more of floor area (living space) exclusive of porches, overhangs, and garages.

I agree to amend the current (July, 1989) Wood Creek One Property Owners Association Deed Restrictions to increase the Minimum Dwelling Size from 1,100 to 1,800 square feet as stated above.

IN WITNESS WHEREOF, the undersigned Tract Owner(s) within WOOD CREEK ONE subdivision have executed the Amended Declaration of Restrictions for WOOD CREEK ONE on the date set forth in their acknowledgement to be effective as of the 1st day of June, 2005.

Date: 2/25/05

Owner of Tract 39 Wood Creek One

Michael Croston
Owner Signature

Michael Croston
Print Name

Reyna Croston
Co-Owner Signature

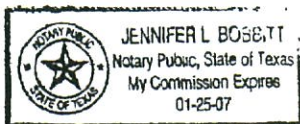
Reyna Croston
Print Name

STATE OF TEXAS)

COUNTY OF MONTGOMERY)

Before me, the undersigned authority, on this day personally appeared MICHAEL CROSTON + REYNA CROSTON known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said Owner(s).

Given under my hand and seal of office the 25 (day) of FEBRUARY (month), 2005.



Notary Seal

Jennifer L. Bobbitt
Printed name of Notary Public in and for

MONTGOMERY TEXAS
County State

Jennifer L. Bobbitt
Signature of Notary Public

My Commission Expires 01-25-07

804-10-1019

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

APR 18 2005



Mark Turbell

County Clerk
Montgomery County, Texas

FILED FOR RECORD

2005 APR 18 PM 1:19

Mark Turbell

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECEIVED MONTGOMERY COUNTY
At the time of recordation, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photo copy, discolored paper, etc. All blackouts,
additions and changes were present at the time
the instrument was filed and recorded.

Ret: Woodcreek POA
PO Box 1014
Montgomery, Tex
77356