



**FIRST AMENDED AND RESTATED RESTRICTIONS
WOODS EDGE SECTION ONE**

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

WHEREAS, WOODSEGE, INC., a Texas corporation, (the "Developer") was the sole owner of that certain real property known as WOODS EDGE SECTION ONE, an unrecorded subdivision in Fort Bend County, Texas (the "Subdivision"); and

WHEREAS, by that certain instrument entitled, "Restrictions - Woods Edge Section One" dated March 30, 1979, and filed for record in the Official Deed Records of Fort Bend County, Texas, under County Clerk's File No. 86548 at Volume 831, Page 271, *et seq.*, Developer imposed on the Subdivision all those certain covenants, conditions, restrictions, easements, changes, and liens therein set forth;

WHEREAS, the Restrictions - Woods Edge Section One were heretofore amended by instrument dated June 27, 1989, and filed for record in the Official Deed Records of Fort Bend County, Texas, under County Clerk's File No. 8937730 at Volume 2142, Page 2038, *et seq.*;

WHEREAS, the Restrictions - Woods Edge Section One, as heretofore amended, are together referred to herein as the "Restrictions;"

WHEREAS, Paragraph 22 of the Restrictions provides that the Restrictions may be altered, rescinded or modified, in part or in whole, upon a majority vote of the then record lot owners determined on the basis of the proportion which the amount of land in said Subdivision to which the owners hold legal title bears to the whole of said Subdivision, and by the recordation in the County Clerk's Office of Fort Bend County, Texas, of an instrument signed by a majority of the then record lot owners evidencing such alterations, rescission or modifications;

NOW, THEREFORE, having obtained a majority vote of the then record lot owners determined on the basis of the proportion which the amount of land in said Subdivision to which the owners hold legal title bears to the whole of said Subdivision, the undersigned, being a majority of the record lot owners within WOODS EDGE SECTION ONE Subdivision, hereby amend and restate said Restrictions as follows:

"THAT, WOODSEGE, INC., a Texas corporation, acting herein by and through its duly authorized officers, (hereinafter referred to as "Developer") desires to create restrictions for the purpose of creating and carrying out a uniform plan for the improvement and use of Wood Edge Section One, an unrecorded subdivision in Fort Bend County, Texas, comprised of 194.129 acres, more or less, in the Samuel Isaacs League, A-35, Fort Bend County, Texas, (being sometimes hereinafter referred to as "the Subdivision") more particularly described as follows:

STATE OF TEXAS

COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.

*Laura Richard*Laura Richard, County Clerk
Fort Bend County, Texas

July 6, 2016

194.129 acres of land being in the Samuel Isaacs League, A-35, Fort Bend County, Texas having the following description:

For connection begin at an iron pipe in the North line of State Farm Market Road #359 marking the Southwest corner of the original Call Winston Farbar 412.50 acre tract; said corner being the Southeast corner of the Gary Greene Trustee 170.75 acre tract (Vol. 508, Page 93; Deed Records); THENCE, North 89° 46' East, 2521.41 feet along the North line of said State Farm Market Road #359 to the Southwest corner of and Place of Beginning for this tract;

THENCE, North 09° 05' 32" West, 2038.01 feet along center of double tree row to the Northwest corner of this tract;

THENCE, Northeasterly, along the center of a drainage ditch with the following courses and distances:

North 52° 48' East, 428.95 feet angle point;
North 33° 57' East, 1302.0 feet to angle point;
North 50° 34' 30" East, 460.4 feet to angle point;
North 33° 51' 50" East, 52.2 feet to angle point;
North 55° 55' 50" East, 232.54 feet to angle point;
South 62° 0' 10" East, 212.67 feet to corner;

THENCE, North 163.28 feet to the Northwest Corner of a 49.45 acre tract;

THENCE, North 89° 48' East, 1941.27 feet to the Northeast corner of this tract and of said 49.45 acre tract;

THENCE, South 0° 18' 10" West, 1678.9 feet along the West line of Holmes Road to the Northerly Southeast corner of this tract and Southeast corner of said 49.45 acre tract;

THENCE, South 89° 56' 10" West, 957.41 feet to an angle point;

THENCE, North 89° 19' 30" West, 975.04 feet to a re-entrant corner of this tract and the Southwest corner of a 24.96 acre tract;

THENCE, South, 2213.40 feet to the Southeast corner of this tract;

THENCE, South 89° 46' West, 1511.67 feet along the North line of State Farm Market Road #359 to the Place of Beginning and containing 194.129 acres.

Developer desires to create and carry out a uniform plan for the improvement,



Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

development and sale of all the tracts in the Subdivision other than Reserve "A", and to that purpose, Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, governing conveyance of all tracts in the Subdivision (other than Reserve "A", which is comprised of 14.177 acres) and each contract or deed which may be hereafter held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full by reference in said contract or deed):

ARTICLE I DEFINITIONS

The following words, when used herein shall have the following meaning:

1.01 "**Developer**" shall mean and refer to WoodsEdge, Inc., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot from Developer for the purpose of development.

1.02 "**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 portion of a lot situated within the Property, but shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.03 "**Association**" shall mean and refer to the Woods Edge Section One Neighborhood Committee, Inc., a Texas non-profit corporation, its successors and assigns.

1.04 "**Board**" and "**Board of Directors**" shall refer to those persons who sit on and constitute the Board of Directors of the Association.

1.05 "**Member**" and "**Members**" shall mean and refer to any person or entity entitled to membership in the Association, as provided herein.

1.06 "**Property**," "**Properties**" and "**Subdivision**" shall mean and refer to that certain real property herein described and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

1.07 "**Lot**" and "**Tract**" shall mean and refer to that portion of any of the plots of land within the Property conveyed or to be conveyed by the Developer. The term "**Lot**" or "**Tract**" shall not include any areas designated as utility easements or other easements or as roads and/or streets.



ARTICLE II EASEMENTS AND UTILITIES

2.01 Existing Easements

a. Developer reserves to himself, his successors and assigns, hereinafter the Association, the necessary easements and rights of way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power and telephone line or lines, gas, water, sewers, or other utility that the Association sees fit to install across over, under and through said lots, blocks and home site tracks within Woods Edge Section One.

b. For the use and benefit of the owners of all the lots in the Property there is hereby dedicated a public roadway and utility and drainage easements more particularly described in Exhibit "A" of the Restrictions filed at Volume 831, Page 272 of the Deed Records of Fort Bend County, Texas under County Clerk's File No.86548, incorporated herein by reference for all purposes. All roads in the Property have had a public roads dedication and such roads are dedicated as public, but non-exclusive utility and drainage easements to be used by the owners of all of the lots in Woods Edge Section One and their heirs and assigns for pedestrian and vehicular traffic and for no other purpose, provided, however, nothing herein shall prevent such utility and drainage easements from being dedicated as public roads and utility and drainage easements by proper action of the owners of all of the lots in Woods Edge Section One at some time in the future.

2.02 Maintenance. Neither Association nor any utility company, their successor or assigns, using the above mentioned easements, shall be liable for damage done by them or either of them or their assigns, their agents, employees or servants, to shrubbery, flowers, fences, or other property of the owner or owners situated on the land covered by said easements.

2.03 Title to Utility Facilities and Appurtenances. It shall be and it is hereby expressly agreed and understood that the title conveyed by Developer, or its agent, to any lot or parcel of land in said Wood Edge Section One by contract, deed, or other conveyance, shall not in any event be held or construed to include title to water, gas, sewer, storm sewer, electric lights, electric power or telephone lines, poles, conduits and transformers, or any other utility of appurtenances thereto constructed by Developer, or public utility companies, or their assigns, over, under, through, along or upon dedicated or after assigned or established easements, premises or any part thereof to serve said property or any other portions of Woods Edge Section One and the right to maintain, repair, sell, or lease such lines, utilities and appurtenances to any other private or public party is hereby expressly reserved by the Association

ARTICLE III USE RESTRICTIONS

3.01 Single Family Residential Use. Each Owner shall use his Lot and the residential dwelling on his Lot, if any, for single family residential purposes only, with only one single

family residence permitted on each Lot in the Subdivision. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, but without limitation, the use of any Lot for a duplex apartments, a garage apartment or any other apartment for any multi-family use.

3.02 Operating Businesses. Any Owner may operate a business from their residence as long as operation of that business does not (i) void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by these Restrictions; (iii) constitute a public or private nuisance, which determination may be made by the Board of Directors in its sole discretion; (iv) constitute a violation of the Restrictions or any applicable law; or (v) unreasonably interfere with the use, enjoyment and occupancy of the Subdivision by the Owners. Activities that constitute a business related nuisance may include, but are not limited to heavy traffic, excessive deliveries or pickups, odors, attracting pests, eyesores, excessive noise, and signs.

3.03 Type of Construction.

a. Any one-story residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences, and shall contain not less than 2,000 square feet of living area, exclusive of porches, breezeways and patios and garage. The above restrictions apply to any two-story residence, with the exception that the two-story residence must contain 2,500 square feet of living area, exclusive of porches, breezeways and patios and garage. No residence or other structure shall be more than 35 feet in height.

b. No home trailer, mobile home, tent, shack or other temporary structure shall be erected, placed or maintained on any Lot, and no temporary building, garage, basement, or other out building erected on said property shall at any time be used for human habitation temporarily or permanently. However, additional buildings for family members, servants, or guests are permitted (so long as said buildings have been approved for such purpose), but none of such additional buildings shall be rented separately from the main family residence on said Lot.

3.04 Setback and Building Lines.

a. Effective with these amended Restrictions, no buildings shall be located on any Lot nearer to the front line or nearer to the street line than the minimum setback line specified in the deed from Developer or, in any event, no building shall be located any nearer than 25 feet to the front Lot line, or, in the event that there are existing residences on adjacent lots, no building shall be located any nearer to the front Lot line than is consistent with the aforementioned residences, nor nearer than 20 feet to any interior Lot line. No building shall be located nearer than 25 feet to the rear Lot line except with the express written permission of the Association. For the purposes of this article, eaves, steps and pen porches shall not be considered as part of a building provided, however, this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.



Laura Richard

Laura Richard, County Clerk

b. The Association shall have the right to modify these Restrictions from time to time with reference to location of setback or sideline restrictions of any of the improvements, and direction which homes shall face, to such an extent as it deems for the best interest of the Subdivision as a whole, but such modifications must be in writing.

3.05 Vehicles.

a. No vehicles shall be allowed to be parked overnight on the streets adjacent to any Lots. There shall be no limitation upon the number of vehicles which may be parked on the Property by guests of the Owner of said Property.

b. Passenger vehicles and pick-up trucks in operating condition and used regularly by the Owners shall be parked in the driveways or in the garage located on the Lot. No vehicle should be parked on the lawn in public view. Passenger vehicles and pick-up trucks that are not in operating condition nor regularly used by Owners should be parked in a garage on the Lot or in a location substantially out of public view from the front of said Lot or from roads within the Subdivision.

c. Other vehicles such as tractors, lawn maintenance equipment, trailers, boats and trailers, stock trailers, or recreational vehicles shall be kept, stored or parked in a location on the Lot substantially from public view from the front of said Lot or from the main roads, or in a garage located on the Lot, except that any of these vehicles may be parked on a Lot in public view for no more than seventy-two (72) consecutive hours for purposes of loading or unloading, cleaning, and minor repair or maintenance.

d. No vehicle of any kind shall be constructed, reconstructed or repaired on any Lot in a location that is substantially in public view provided, however, that the provisions in this article shall not apply to routine vehicle repairs which may render such vehicle inoperable for less than seven (7) consecutive days, or to any temporary construction vehicles or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Control Committee under Article V of these Restrictions.

3.06 Subdivision of Lots. No tract, Lot or parcel of land sold by the Developer, or his successor, within the Subdivision shall be thereafter further subdivided and no part or portion of any tract or Lot may be conveyed apart from the remainder of the tract or Lot conveyed by Developer, unless any such Lot be comprised of three (3) or more acres in which event, and only in which event, any such Lot may be divided into two (2) tracts or Lots, each of which shall be comprised of not less than 1.5 acres.

3.07 Walls and Fences. The location, height, type and design of any wall or fence erected on said Property shall be approved in writing by the Association or the Architectural



Laura Richard

Laura Richard, County Clerk

Fort Bend County, Texas

July 6, 2016

Control Committee as described in Article V of these Restrictions. No barbed wire or electrified fences will be approved. All fences and walls should be maintained in good repair by the Owner for the lifetime of the structure.

3.08 Nuisances. No noxious, offensive, or illegal activity shall be carried on upon the Property or any Lot, nor shall anything be done thereon which may become a persistent annoyance to the others Owners in the Subdivision or have an apparent affect on the property values of the other Owners in the Subdivision. A nuisance shall be defined in a manner consistent with and pursuant to the Neighborhood Nuisance Abatement Act, codified as Chapter 343 of the Health & Safety Code of the State of Texas.

3.09 Trash and Rubbish. No Lot shall be used or maintained as a dumping ground for trash, rubbish, animal manure, or other debris that may attract pests or insects such as flies and mosquitoes, and no offensive odors shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or Common Area in the vicinity thereof or its occupants. Trash and garbage shall not be kept in any Lot 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.

3.10 Drilling. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion thereof, nor shall oil wells, drilling rigs, tunnels, mineral excavations or shafts be erected, maintained or permitted for use in boring for oil or natural gas or for use in producing or mining for coal or other mineral.

3.11 Animals and Pets.

a. **Permitted Animals.** Animals permitted on any Lot include common household pets such as cats and dogs, horses, sheep, llamas, rabbits and poultry such as chickens, geese, ducks, pigeons, doves or turkeys. Such animals may be kept either as pets or for sale and breeding purposes so long as the number of animals and the maintaining of these animals for such purposes does not violate other Articles of these Restrictions, including but not limited to Article 3.08 (Nuisances), Article 3.09 (Trash and Rubbish), Article 3.12 (Lot and Building Maintenance) and Article 3.14 (Signs). For grazing animals, a maximum of two (2) animals per acre shall be allowed. This maximum still requires that all other Restrictions mentioned herein are not violated.

b. **Animals Not Permitted.** Swine and cattle are not permitted on any Lot in the Subdivision.

c. **Containment of Animals.** All grazing animals, livestock, rabbits, and poultry must be confined to the back of the Owner's residence or to the side of the Owner's residence in an area of the Lot that is not immediately adjacent to the residence, or in an adjacent, contiguous Lot also owned by the Owner. The Association in no way assumes, and the Owner of any animals, livestock or poultry, whether permitted herein or not, does hereby agree by the



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Fort Bend County, Texas

acceptance of a fee simple title of any Lot or portion of any Lot, to indemnify and hold the Association harmless from any responsibility for the acts of such Owner's animals, livestock or poultry, whether such acts occur upon such Owner's property or anywhere should such animals, livestock or poultry be allowed to roam or escape their containment. The control of household pets such as cats and dogs shall meet the requirements of the applicable leash laws enforced in Fort Bend County.

3.12 Lot and Building Maintenance.

a. **Lot Maintenance.** All Lots shall be maintained in a sanitary, healthful, safe and attractive condition. The Owner or occupant shall keep all grass, vegetation, shrubberies and trees maintained in a manner consistent with the neighboring Lots and cut or replaced as often as necessary to maintain in the condition hereby. Owners of Lots that include a portion of the drainage easements or drainage ditches within their boundaries shall maintain same in a manner to allow unobstructed flow of storm water at all times. If the Owner of any Lot fails to maintain a Lot in the aforementioned manner, the Association will notify the Owner to correct the deficiencies within seven (7) days or a mutually agreed to reasonable Grace Period. If Owner fails to take action within the Grace Period, the Association or its agent, without liability to the Owner or occupant in trespass or otherwise, may enter upon the Lot and complete those actions required to bring the Lot into compliance with the terms of these Restrictions. The Association may charge the cost of such work to the Owner or occupant of the Lot and, if not paid, shall add the cost of such work to any annual maintenance assessments that are or may become due and owing, subject to the terms and conditions thereof as set forth herein.

b. **Building Maintenance.** No residential dwelling or other building, structure or improvement upon any Lot shall be permitted to fall into disrepair, and each such residential dwelling, building, structure or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. Any residential dwelling, building, structure, or improvement damaged partially or completely by fire, storm or other means shall be repaired or demolished within a reasonable period of time and the Lot restored to an orderly and attractive condition.

3.13 **Signs.** No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot without the written consent of the Association. The Association shall have the right to remove such non-conforming sign, advertisement, billboard or advertising structure which is on said property without such consent and in doing so, shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal. This shall not prohibit a "For Sale" or "For Rent" sign on said property if not larger than four feet square (16 square feet).

3.14 **Alcohol and Beverages.** The sale of beer, liquor or other intoxicants shall never be permitted on the Property or any Lots therein. No part of the Property shall be used for malicious, illegal, or immoral purposes nor for any purpose in violation of the Laws of the State of Texas, the United States of America or Fort Bend County, Texas, or the police, health,



sanitary or fire building codes, regulations or instructions relating to or affecting the use, occupancy or possession of the Property.

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

3.16 Culverts. Culverts installed by Lot Owners from a road within the Subdivision to their driveways are to be a minimum of eighteen (18) inch reinforced concrete and meet all applicable County regulations.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.01 Management by Association. The affairs of the Subdivision shall be administered by the Association. The Association shall assume the role of the original Developer and have the right, power, and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in any Rules and Regulations as may be periodically promulgated by the Board of Directors. The business and affairs of the Association shall be managed by its Board of Directors. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonable necessary or appropriate to maintain and operate the Subdivision in accordance with the Restrictions, including without limitation, the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, if any, or matters of mutual interest.

4.02 Association Membership. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming an Owner, automatically become and shall remain a Member of the Association 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 Lot and may not be separated from such ownership.

4.03 Voting of Members. The number of votes of each Member shall be determined on the total number of acres and/or fractions thereof owned by such Member. For example, if a Member holds legal title to 2.764 acres, he will be entitled to 2.764 votes. In the event that ownership interests in a lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more votes be cast than the Owners of such Lot be entitled as set forth above. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of the Lot at any meeting of the Association. Such designation shall be in

writing to the Board. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy.

4.04 Disputes. In addition to its powers conferred by law or in accordance with the provisions of these Restrictions, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including appointment of committees to consider and recommend resolutions of or to resolve any such disputes.

4.05 Use of Contractors. The Board shall have the authority to retain, hire, employ or contract with such contractors, companies, or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided by the Bylaws. The Board shall not make any individual commitment to a contractor, company or individual for services that will exceed \$5000 in any calendar year without the approval of the majority of the Members.

4.06 Board Action in Good Faith. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

ARTICLE V ARCHITECTURAL CONTROL & ARCHITECTURAL CONTROL COMMITTEE

5.01 Architectural Control Committee Membership. The Board of Directors may act as the Architectural Control Committee or appoint members at their discretion. In any event, the Architectural Control Committee shall be composed of no less than three (3) or more than seven (7) persons who are Members of the Association and who shall serve for a term concurrent with the term of the Board of Directors which appoints these members. In the event of death or resignation or removal of any member for any reason, the Board may designate a replacement by majority vote for the remainder of the term.

5.02 Approval of Building Plans. No building, fence, wall, improvement or other structure shall be commenced, erected, or placed altered or maintained on any Lot until the construction plans, specifications and schedule, and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with these Restrictions by the Architectural Control Committee (the "Committee"). A copy of the information described above, together with such additional information as may be deemed pertinent by the Committee, shall be submitted to the Committee, or its designated representative(s), prior to commencement of constructions. The Committee may require submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate in such form and detail as it may elect at its entire discretion. In the event the Committee fails to approve or disapprove such plan and specifications within thirty (30) days



after the same are submitted to it, approval will not be required and the requirements of this Article will be deemed to have been fully complied with. The Committee retains the right to retain one copy of all the approved plans, specifications and other documents for the Association's files. Further, any Owner receiving approval of any plans hereunder agrees to construct said addition or structure in accordance with the approved plans. Construction should commence within six months from the date of approval and be completed no later than twelve months from commencement. The Committee shall have the right and authority to require Owner to remove or alter any structure which has not received approval or which is built other than per the approved plans. The requirements of this Article are in addition to any approvals or permits required by any governmental authority.

5.03 Power of the Committee. The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the location, height and extent of fences, walls or other screening devices, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and a limited number of acceptable materials and exteriors finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the Restrictions imposed herein or that do not meet its minimum construction or architectural design requirements or that might not, in the sole discretion of the Committee, be compatible or consistent with the overall character of the Subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances in the architectural restrictions in specific instances, where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of development. All variances granted shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting the variance. Failure of the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

5.04 No Liability. The Association, the Committee, as well as their agents, employees and architects, shall not be liable to 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 amended or altered only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans or specifications and no publication of minimum construction standards (if any) shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot 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 except for willful misdeeds.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

6.01 Obligation for Assessments. Each Owner of a Lot, by his claim or assertion of ownership or by accepting the deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all the charges and assessments against his Lot and/or assessed against him by virtue of his ownership, thereof, as the same shall become due and payable, without demand as follows:

- a. Annual assessment or charges;
- b. Special assessments for capital improvements or other one time expenses, such assessment to be established and collected as hereinafter provided; and
- c. Maintenance charges incurred by the Association under Article III, Section 3.12.

The annual and special assessments, and maintenance costs incurred by the Association under Article III, Section 3.12 above, together with interest, at the rate of ten percent (10%) per annum, costs and attorney fees for collection of same, shall be charged on the land and shall be a continuing lien upon the Lot against which the assessment is made. Said lien shall be junior and subordinate and inferior to any lien (and renewals and extensions thereof) granted by the Owner of said Lot to secure the repayment of sums advanced to cover the purchase price for the Lot or the cost of any permanent improvement to be placed thereon.

6.02 Purpose of the Assessments. Each Lot in Woods Edge 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 the Subdivision to the Association, in annual installments, on a date and in a manner 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 hereinafter provided as the needs of the Subdivision may, in the judgment of the Association, require. Such assessments will be uniform. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residence of the Subdivision. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: construction and maintaining alleys, paths, parks, landscape reserves, parkways, easements, pools, play courts, and other common public areas, payment of all legal and other expenses incurred in connection with 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, employing policemen, watchmen,



lifeguards, instructors and operators, caring for vacant lots, garbage collection 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 and occupants of the Properties, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance and other charges as specified herein. It is 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.

6.03 Annual Assessments or Maintenance Fees. The annual maintenance charge on each Lot in the Subdivision is hereby established at the rate of fifty dollars (\$ 50.00) per acre, which such assessment commenced on January 1, 1980. The Board of Directors of said Association, by vote of a majority of the Directors present at a duly called meeting of the Board at which a quorum is present, may adjust such annual maintenance dues or assessment from year to year as the case may be and as the needs of the Subdivision may require, in the judgment of the Board; but in no event shall such adjustment exceed fifty percent (50%) of the then current maintenance dues or assessments, unless such action shall have the assent of a majority of the Members, present or represented by proxy, approve and authorize such increase in dues and assessment at a duly called annual or special meeting at which a quorum is present. Except in those cases in which a vote of the Members is required by this Section, the judgment of the Board as to the adjustment of the maintenance dues and assessments shall be final.

6.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any use or benefit provided for herein in Article VI, Section 6.02. However, any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

6.05 Notice and Quorum. Written notice of any meeting called for the purpose of taking action authorized under Section 6.03 or 6.04 shall be sent to all Members not less than thirty (30) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum at the preceding meeting. No such meeting shall be held more than sixty (60) days following the preceding meeting.

6.06 Uniform Rate of Assessments and Due Dates. Both annual and special assessments must be fixed at a uniform rate. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board, but in no event will the due date be more than

125 days after the start of each annual assessment period. The annual assessment period shall begin on January 1st of each year and end on December 31st of each year.

6.07 Effect of Nonpayment of Assessments. Any assessment not paid by the due date shall bear interest from the due date at a rate of ten percent (10%) per annum. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or abandonment of his Lot. Further, the voting rights of any Owner in default of payment of the annual assessment or maintenance charge, or other charge owing hereunder for which an Owner is liable, may be suspended by action of the Board for the period during which such default exists and for a period of sixty (60) days after the default is cured. Any Lot Owner who is in default or who is the subject of a suit to enforce any provision of these Restrictions will not be entitled to be nominated for any position as a Director, Board member or Officer of the Association unless such default is cured or suit to enforce these Restrictions is settled at least sixty (60) days in advance of such meeting to elect Directors, Board members or Officers.

Notice of any lien resulting from a default of payment as described in Section 6.01 above, may be given by the recordation in the office of the County Clerk of Fort Bend County, Texas of an affidavit, duly executed, and acknowledged by an Officer or Board member of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association and the legal description of such Lot.

6.08 Accounting of Use of Assessment Funds. The Board of Directors shall render an annual accounting report of all funds collected and all expenditures or use of these funds at the annual meeting of all Members and make this report available to all Members.

ARTICLE VII GENERAL PROVISIONS

7.01 Duration and Amendment. The covenants and restrictions herein provided shall run with the land and shall be binding upon all Owners of Lots in Woods Edge Section One and upon all Owners and persons claiming under them for a period of twenty (20) years from the date of recording this instrument, after which period the said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless by vote of the majority of the then record Owners of the Lots in said Subdivision, on the voting basis as set out in Article IV, Section 4.03, vote to alter, rescind or modify the same in part or in whole. Any such alterations, rescissions or modifications shall be signed by a majority of the then record Lot Owners and the instrument evidencing same shall be filed for record in the office of the County Clerk of Fort Bend County, Texas.

7.02 Severability. The invalidity, abandonment or waiver of any one of these covenants, agreements, reservations, easements and restrictions, shall in no wise affect or impair the any of the other covenants, agreements, reservations, easements and restrictions, the same of which shall remain in full force and effect, unaltered and unchanged except as by any method herein contained.

7.03 Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa whenever and as often as may be appropriate.

7.04 Articles and Sections. Article and Section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

7.05 Delay in Enforcement. Failure by the Association or any Owner to so enforce any covenant or restriction contained herein shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision thereof.

7.06 Limit of Liability. The Association, as well as its agents, employees, officers, directors, shall not be liable to any Owner or occupant of any Lot or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these Restrictions by any party other than the Association.

7.07 Enforceability and Remedies. These Restrictions shall run with the land located within the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association, each Owner and occupant of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to enjoin and restrain violation by injunction, prohibitive or mandatory, and/or to recover damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation, including, without limitations, attorney fees and other costs as may be incurred. The Owner of any Lot or Lots affected shall have the right to either prevent a breach of any restriction, covenant or condition, or to enforce the performance of same.

7.08 Notices. Any notice required to be sent to any Member or Owner under the provisions of these Restrictions shall be deemed to have been properly sent when mailed post paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7.09 Excluded Area. Anything herein contained to the contrary the provisions hereof shall not in any way be applicable to Reserve "A" of Woods Edge Section One, which is comprised of 14.177 acres out of the Subdivision, more particularly described as follows:

RESERVE "A:" 14.177 acres of land designated as Reserve "A" and out of the Samuel Isaacs League, A-35, Fort Bend County, Texas, having the following description:

For connection Begin at an iron pipe in the North line of State Farm Market Road

#359 marking the Southwest corner of the original Call Winston Farbar 412.50 acre tract; said corner being the Southeast corner of the Gary Greene Trustee 170.75 acre tract (Vol. 508, Page 93; Deed Records); THENCE, North 89° 46' East, 2521.41 feet along the North line of said State Farm Market Road #359 to the Southwest corner of and Place of Beginning for this tract;

THENCE, North 09° 05' 32" West, 404.83 feet along center of double tree row to the Northwest corner of this tract;

THENCE, North 89° 45' East, 1575.86 feet to the Northeast corner of this tract;

THENCE, South 400.0 feet to the Southeast corner of this tract;

THENCE, South 89° 46' West, 1511.89 feet along the North line of State Farm Market Road #359 to the Place of Beginning and containing 14.177 acres.

The above and foregoing First Amended and Restated Restrictions shall be effective immediately upon the recording hereof in the Official Public Records of Real Property of Harris County, Texas. Other than the above changes or additions, the lot owners hereby ratify and confirm all the terms, covenants, conditions and provisions of the Restrictions as heretofore amended.

APPROVAL AND CERTIFICATION BY THE ASSOCIATION

APPROVAL of the foregoing First Amended and Restated Restrictions by the Woods Edge Section One Neighborhood Committee, Inc., is hereby evidenced by duly authorized officers of the Association. The Association certifies that its records reflect that: all Owners of Lots within Woods Edge, Section One were provided notice of the proposed First Amended and Restated Restrictions (based on the Association's current ownership and address records) and were given a fair opportunity to vote thereon; and the required approval percentage was obtained.

EXECUTED on this 26 day of September, 2006.

WOODS EDGE SECTION ONE
NEIGHBORHOOD COMMITTEE, INC.

By: John Cozad

JOHN COZAD, President

Attest:

By: Greg Byers

GREG BYERS, Secretary of Woods Edge
Section One Neighborhood Committee, Inc.

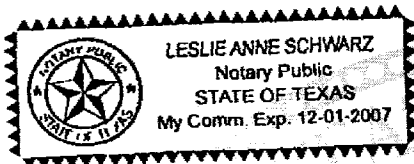
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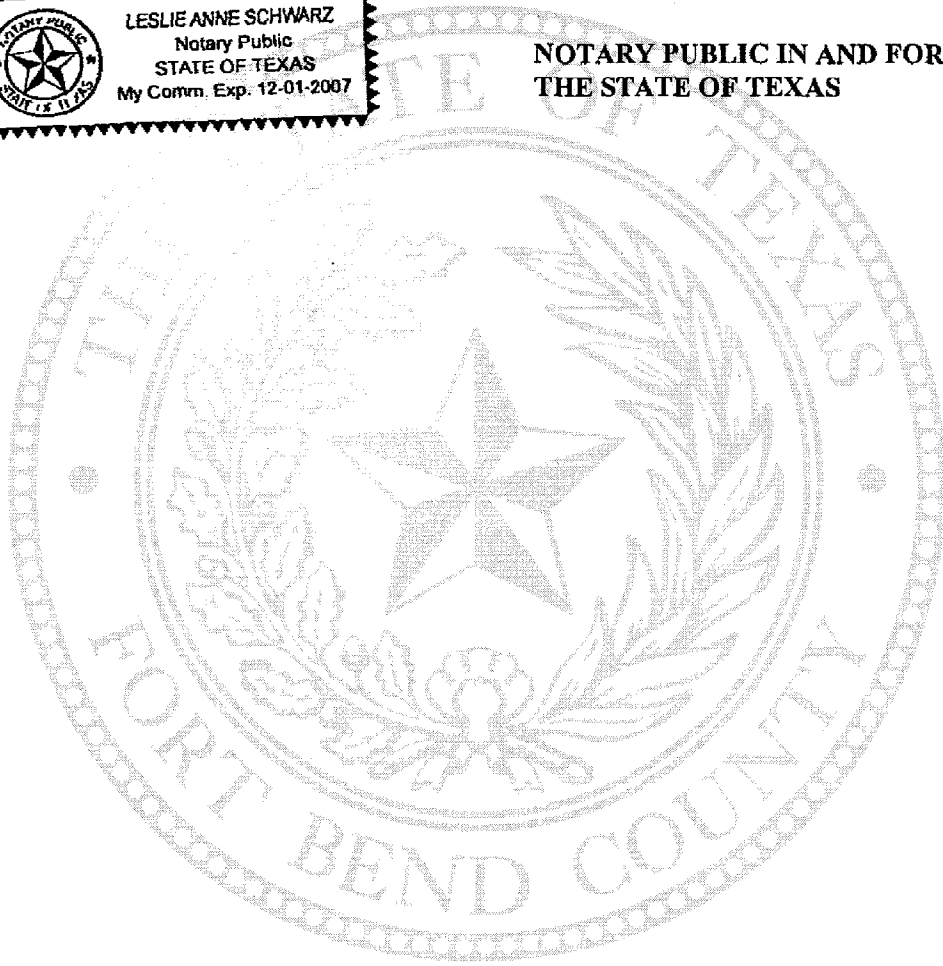
COUNTY OF FORT BEND §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared JOHN COZAD, President of WOODS EDGE SECTION ONE NEIGHBORHOOD COMMITTEE, INC., a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 26 day of September 2006.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Laura Richard