

RESTRICTIONS
WOODS EDGE SECTION ONE A

THE STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND *

THAT, WOODS EDGE, 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 Woods Edge Section One A, a unrecorded subdivision in Fort Bend County, Texas, comprised of two tracts with a total of 36.3987 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:

TRACT 1

A Field Note Description of a 13.8549 Acre Tract in the Samuel Isaacs League, Abstract 35, Fort Bend County, Texas.

For Connection Begin at a point in the North right-of-way line of State Farm Market Road No. 359, being in the West line of the Samuel Isaacs League, Abstract 35 and East line of the William Andrews League, Abstract 3; said point being the Southwest corner of the original Winston Farbar 412.5 Acre Tract and the Southeast corner of the Gary Greene, Trustee 170.75 Acre Tract (Volume 508, Page 93; Deed Records); THENCE, North 89 deg. 46' East, 2,593.77 feet to the Southwest corner of and place of beginning for this tract;

THENCE, North 09 deg. 05'32" West, 42.0 feet to corner;

THENCE, South 89 deg. 46' West, 42.0 feet to corner;

THENCE, North 09 deg. 05'32" West, 362.83 feet along the Easterly line of Woods Edge Drive (60 feet wide) (Volume 838, Page 609; Deed Records) to the Northwest corner of this tract;

THENCE, North 89 deg. 46' East, 1,544.79 feet to the Northeast corner of this tract;

THENCE, South 00 deg. 06'10" East, 400.0 feet to the Southeast corner of this tract;

THENCE, South 89 deg. 46' West, 1,439.53 feet along the North line of State Farm Market Road No. 359 to the place of beginning and containing 13.8549 Acres.

Gary Greene, Trustee 170.75 Acre Tract (Volume 508, Page 93; Deed Records); said corner being the Southwest corner of and place of beginning for this tract;

THENCE, North 00 deg. 05'30" West, 400.00 feet to the Northwest corner of this tract;

THENCE, North 89 deg. 46' East, 2,427.72 feet to the Northeast corner of this tract;

THENCE, South 09 deg. 05'32" East, along the Westerly right-of-way line of Woods Edge Drive (60 feet wide) (Volume 838, Page 609; Deed Records) to corner;

THENCE, South 89 deg. 46' West, 42.0 feet to corner;

THENCE, South 09 deg. 5'32" East, 42.0 feet to the Southeast corner of this tract;

THENCE, South 89 deg. 46' West, 2,449.05 feet along the North right-of-way line of State Farm Market Road No. 359 to the place of beginning and containing 22.5438 Acres.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the tracts in the Subdivision; 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, and each contract or deed which may be hereafter executed with regard to any of the tracts in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1. Developer reserves to itself, its successors and assigns, 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 any other utility that Developer, its successors or assigns, sees fit to install across, over, under and through said lots, blocks and home site tracts in Woods Edge Section One A.

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

3. 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 Woods Edge Section One A by contract, deed or other conveyance, shall not in any event be held or construed to include the title to water, gas, sewer,

4. Each tract in the Subdivision shall be used for single family residential purposes only, with only one single family residence permitted on each tract in the Subdivision.

5. 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 nor nearer than 20 feet to an interior lot line. No dwelling shall be located nearer than 25 feet to the rear lot line except with the express written permission of Developer, or its agent. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a 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.

6. No trailer, tent, shack or other temporary structure shall be effected, placed or maintained on said property, and no temporary buildings, basement, garage or other out building erected on said property shall at any time be used for human habitation (except by bona fide servants or guests), temporarily or permanently. However, additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said tract.

7. No tract, lot or parcel of land originally conveyed by Developer, or its successors, out of Woods Edge Section One A 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 as conveyed by Developer, unless any such tract be comprised of three (3) or more acres in which event, and only in which event, any such tract may be divided into two (2) tracts each of which shall be comprised of not less than 1.5 acres.

8. Developer 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 extent as it deems for the best interest of the Subdivision as a whole, but such modifications must be in writing. However, after the appointment of a Neighborhood Committee pursuant to Paragraph 21 hereof, any modifications must be made pursuant to the amendment procedure set forth in Paragraph 20 hereof.

9. Any one-story residence construed 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, patios and garage. No residence or other structure shall be more than 35 feet in height.

10. For the use and benefit of the owners of all the lots

the back portion of owner's tract. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Grass, vegetation and weeds on each lot shall be cut as often as may be necessary to maintain the same in a neat and attractive manner. If the owner of any lot fails to do so, Developer, or its agent, may have same cut and the owner thereof shall be obligated to pay the cost of such cutting. Likewise, all drainage ditches shall be maintained and drained in the same manner and shall be unobstructed at all times.

14. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on said property without the written consent of Developer. Developer shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property without consent and in so doing 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).

15. The sale of beer, liquor or other intoxicant shall never be permitted on the property. 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 effecting the use, occupancy or possession of the property.

16. The covenants, agreements, reservations easements, and restrictions herein set out by Developer shall be for the benefit of said Developer, its successors and assigns, and all subsequent owners of all of the land or any part thereof situated in Woods Edge Section One A. Accordingly, all of the covenants, agreements, reservations, easements and restrictions herein contained shall be construed to be covenants running with the land as shown by survey thereof aforementioned herein, enforceable at law or in equity by any one or more of the owners. 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 or to recover damages.

17. Violation of any restriction, condition or covenant herein shall give Developer, or its successors or assigns, the right to enter upon property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as a trespass.

18. The invalidity, abandonment or waiver of any one of these covenants, agreements, reservations, easements and

20. The covenants, conditions, and restrictions herein shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Developer or any lot owner, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date these Restrictions are recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of these Restrictions may be amended during the first twenty (20) year period and thereafter by an instrument signed by not less than a 74 percent vote of the record lot owners. The number of votes of each owner is to be determined on the basis on the proportion which the amount of land in said Subdivision to which the owners hold legal title bears to the whole of said Subdivision. For example, if an owner holds legal title to 2.764 acres, he will be entitled to 2.764 votes. Any such amendment shall be signed by the required amount 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.

21. At such time as seventy-five (75%) percent of the said Subdivision be sold, on an area basis, a majority vote of the then owners may (a) appoint or elect a committee composed of three (3) members to be known as the Woods Edge Section One A Neighborhood Committee, or (b) name as their committee, or transfer committee authority to, another Woods Edge subdivision Neighborhood Committee (unincorporated or incorporated). Until such time, Developer specifically reserves unto itself, and anyone unto whom it may assign the right, the right to act within the authority granted the Woods Edge Section One A Neighborhood Committee under these restrictions and covenants. The number of votes of each owner is to be determined on the basis on the proportion which the amount of land in said Subdivision to which the owners hold legal title bears to the whole of said Subdivision. For example, if an owner holds legal title to 2.764 acres, he will be entitled to 2.764 votes. The appointment or election of the Woods Edge Section One A Neighborhood Committee or the naming as the Subdivision's committee, or transferring committee authority to, another Woods Edge subdivision Neighborhood Committee, may be evidenced by the recording of an appropriate instrument, properly signed and acknowledged by the then owners of said Subdivision holding a majority of the votes, in the Deed Records of Fort Bend County, Texas.

(a) Upon the filing of record of the appointment or election of the Woods Edge Section One A Committee (as provided above), such committee shall have the authority to:

(1) Collect and extend, in the interest of the Subdivision as a whole, the Maintenance Fund hereinafter created.

(2) Enforce, by appropriate proceedings, these covenants and restrictions.

(3) Enforce or release any lien imposed on any part of

Committee and shall become subject to the covenants, restrictions, etc. of record of such other Woods Edge subdivision under which such other Neighborhood Committee operates.

22. 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.

23. No building shall be erected or altered on any tract in this Subdivision until the external design and location thereof have been approved in writing by Developer or the Woods Edge Section One A Neighborhood Committee and a true copy of said plans and specifications shall have been lodged permanently with the Developer or the Woods Edge Section One A Neighborhood Committee; provided, however, that if Developer or the Woods Edge Section One A Neighborhood Committee fails to approve or disapprove of such location and design within thirty (30) days after such plans have been submitted to it, such approval shall not be required.

24. The Subdivision shall be subject to an annual maintenance charge of Fifty and No/100 (\$50.00) Dollars per acre or fraction thereof per year for the purpose of creating a fund to be known as the "Woods Edge Section One A Maintenance Fund" to be paid by the then owner of this property in conjunction with like charges to be paid by other property owners with the same restrictions in his deed. This maintenance charge shall be secured by a vendor's lien upon said property and is to be paid annually on the first day of January of each year in advance beginning January 1, 1991, to Woods Edge, Inc. or its successors or assigns, with any delinquent payments to be increased by a delinquent charge of nine (9%) percent per annum. Such annual charge may be adjusted by Woods Edge, Inc. or its successors from year to year as the needs of the property may, in its judgment require. Said lien shall be junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of said tract to secure the repayment of sums advanced to cover the purchase price for the tract or the cost of any permanent improvement to be placed thereon. All of the property in the Subdivision, legal title to which is in the name of the Developer, shall be exempt from such annual maintenance charge.

Woods Edge, Inc. will render an annual accounting of the fund to the owners of the property, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient toward doing things necessary and desirable in the opinion of Developer which will benefit the owners or occupants of property within the Subdivision. Developer shall also have the right to use said maintenance fund to enforce these restrictions. Purchasers purchasing tracts after the January 1 prepayment date on any year will pay their maintenance fund charge on a pro rata basis at time of closing.

25. Developer assumes no obligation to insure the enforcement of these restrictions or the prosecution of legal

WOODS EDGE, INC.

By: Robert F. Wheless
 Robert F. Wheless, President

ATTEST:

Dawn I. McLelland
 Its Secretary

THE STATE OF TEXAS

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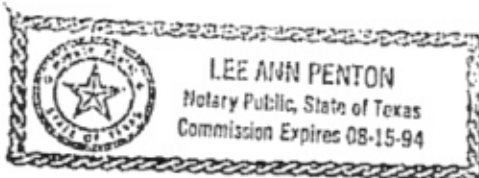
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT F. WHELESS, President of WOODS EDGE, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of October, 1990.



Lee Ann Penton
 Notary Public - State of Texas
 Notary's Printed Name:
Lee Ann Penton
 My Commission Expires: 8/15/94

CE0261.200:4331

Return To:
 WOODS EDGE, INC.

EXHIBIT "A"

West Easement

A Field Note Description of a Drainage Easement of varying widths across Lots #238, 239, 240, 241, 242, 243, 244, 245 and 246 of WOODS EDGE SUBDIVISION, SECTION 1A (Slide Number 1080 of the Plat Records), in the Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at the Northeast corner of Lot #246 in the West right-of-way line of Woods Edge Drive (60 feet wide); THENCE, South 09deg.05'32" East, 5.06 feet to the Northeast corner of and place of beginning for this Drainage Easement;

THENCE, South 09deg.05'32" East, 30.36 feet along the West right-of-way line of Woods Edge Drive to the Southeast corner of this tract;

THENCE, South 89deg.46' West, 2146.84 feet along a line 35 feet South of and parallel to the North line of said Lots to corner;

THENCE, South 00deg.14' East, 10.0 feet along the East line of Lot #239 to corner;

THENCE, South 89deg.46' West, 6.87 feet to corner;

THENCE, South 02deg.49'30" West, 28.31 feet to angle point;

THENCE, South 23deg.04' West, 70.14 feet to angle point;

THENCE, South 57deg.54' West, 80.94 feet to angle point;

THENCE, North 80deg.40' West, 184.39 feet to the Southwest corner of this Easement;

THENCE, North 00deg.05'30" West, 40.55 feet along the West line of said Lot #239 to corner;

THENCE, South 80deg.40' East, 175.91 feet to angle point;

THENCE, North 57deg.54' East, 53.26 feet to angle point;

THENCE, North 23deg.04' East, 50.46 feet to angle point;

THENCE, North 02deg.49'30" East, 64.10 feet to the North line of said Lot #239 for corner;

THENCE, North 89deg.46' East, 458.24 feet along the North line of Lots #239, 240 and 241 to corner at end of 10 foot Telephone Easement (Volume 959, Page 201; Deed Records);

THENCE, South 00deg.14' East, 5.0 feet to corner;

THENCE, North 89deg.46' East, 1728.46 feet along the South line of said 10 foot Telephone Easement to the place of beginning and containing this Drainage Easement.

East Easement

A Field Note Description of a 30 foot wide Drainage Easement across Lots #247, 248, 249, 250 and 251 of WOODS EDGE SUBDIVISION, SECTION NO. 1A (Slide Number 1080 of the Plat Records), in the Samuel Isaacs League, Abstract #35, Fort Bend County, Texas.

For Connection Begin at the Northwest corner of said Lot #247 in the East right-of-way line of Woods Edge Drive (60 feet wide); THENCE, South 09deg.05'32" East, 5.06 feet to the Northwest corner of and place of beginning for this tract;

THENCE, North 89deg.46' East, 1525.47 feet along the South line of a 10 foot wide Telephone Easement (Volume 838, Page 588; Deed Records) to the Northeast corner of this tract in the Southwest line of an existing 30 foot wide Drainage Easement (Volume 838, Page 609; Deed Records);

THENCE, South 31deg.49'30" East, 35.22 feet along the Southwest line of said 30 foot wide Drainage Easement and East line of said 10 foot Telephone Easement to the Southeast corner of this tract in the East line of Lot #251;

THENCE, South 89deg.46' West, 1539.25 feet along a line 35 feet distant from and parallel to the North line of said lots to the Southwest corner of this tract;

THENCE, North 09deg.05'32" West, 30.36 feet along the East right-of-way line of Woods Edge Drive to the place of beginning and containing this Drainage Easement.

FILED

90 OCT 30 A9:16

Janice Klean
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the Official Records of Fort Bend
County, Texas as stamped by me.

COUNTY OF FORT BEND

NOV 1 1990



Janice Klean
County Clerk, Fort Bend Co., Tex.

APPOINTMENT OF NEIGHBORHOOD COMMITTEE

for

WOODS EDGE SECTION ONE A

THE STATE OF TEXAS \$
 \$ KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF FORT BEND \$

WHEREAS, WOODS EDGE, INC., a Texas corporation, hereinafter referred to as "Developer" acting by and through its duly authorized officers, created certain deed restrictions, hereinafter referred to as "Restrictions", for the purpose of establishing and carrying out a uniform plan for the improvement and use of Woods Edge Section One A, an addition in Fort Bend County, Texas according to the map or plat thereof recorded in Slide No. 1080/A of the Plat Records of Fort Bend County, Texas, hereinafter referred to as the "Subdivision", comprised of 36.3987 acres of land in the Samuel Isaacs League, A-35, Fort Bend County, Texas, more particularly described in said Restrictions which were filed for record in Volume 2254, at Page 2005, et seq. of the Deed Records of Fort Bend County, Texas, to which Restrictions and the record thereof reference is here made for a description of the land comprising the Subdivision and for all other pertinent purposes; and

WHEREAS, Section 23 of the Restrictions provides that at such time as seventy-five (75%) percent of the Subdivision be sold on an area basis a majority of the then owners may by vote, appoint or elect a committee composed of three (3) members to be known as the "Neighborhood Committee"; and

WHEREAS, as required by Section 23 of the Restrictions, seventy-five (75%) percent of the Subdivision has been sold on an

may be evidenced by the recording in the Deed Records of Fort Bend County, Texas of an appropriate instrument properly signed and acknowledged by a majority of the owners of the Subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT: Pursant to Section 23 of the Restrictions, the following have been appointed as the three (3) members of the Neighborhood Committee of Woods Edge Section One A, to-wit:

NAME
(PRINTED OR TYPED)

SIGNATURE

Bruce L. Frazer
TINA A. ELLIS-Williams
Sue F. Johnson

Bruce L. Frazer
Tina Ellis-Williams
Sue F. Johnson

This instrument may be executed in multiple original counterparts each of which shall be an original but which together shall constitute but one and the same agreement effective as of the 1st day of October, 1997, although actually executed on a subsequent day and date by the following lot owners, who, in the aggregate, comprise a majority of the lot owners of the Subdivision.

Dallen Ward
Fran Ward
Tina Ellis-Williams
Linda Smith
Steve Smith
Sue F. Johnson
Fred H. Johnson

Dallen Ward
Fran Ward
Tina Ellis-Williams
Linda Smith
Steve Smith
Sue F. Johnson
Fred H. Johnson