

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

THE STATE OF TEXAS  
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, by that certain instrument entitled, "Restrictions - Woods Edge Section Three" dated March 30, 1981, and filed for record in the Official Deed Records of Fort Bend County, Texas, under County Clerk's File No. 52869 at Volume 956, Page 855 (the "Restrictions"); Developer imposed on the Subdivision all those certain covenants, conditions, restrictions, easements, changes, and liens therein set forth; and

WHEREAS, Paragraph 22 of the Restrictions provides that the Restrictions may be altered, rescinded or modified, in part or in whole, upon a majority vote of the then record lot owners determined on the basis of the proportion which the amount of land in said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, rescissions 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 the Woods Edge Section Three Subdivision, hereby amend and restate said Restrictions as follows:

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 Three an unrecorded subdivision in Fort Bend County, Texas, comprised of 142.955 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:

142.955 acres of land out of the Samuel Isaacs League, Abstract #35, Fort Bend County, Texas:

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 Farber 412.50 Acre Tract; said corner being the Southeast corner of the Gary Greene Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records); THENCE, North 0 degree 05' 30" West, along the West line of the said Samuel Isaacs League, Abstract #35 and the West line of said 412.50 Acre Tract; said line also marks the East line of the William Andrus League, Abstract #3 and the East line of the said Gary Greene Trustee 170.75 Acre Tract, 400.0 feet to an iron pipe set marking the southwest corner of and Place of Beginning for said 142.955 Acre Tract of Land;

THENCE, North 0 degree 05' 30" West, along said league line, 4072.99 feet to a point for the center line intersection of Jones Creek and the Northwest corner of this Tract;

THENCE, Northerly and southerly along the center line of said Jones Creek, with the following courses and distances:

North 69 degrees 33' East, 241.36 feet to a point for angle;

North 64 degrees 13' East, 183.58 feet to a point for angle;

North 62 degrees 07' East, 322.41 feet to a point for angle;

North 82 degrees 10' East, 286.59 feet to a point for angle;

South 79 degrees 51' East, 340.84 feet to a point for angle;

South 70 degrees 42' East, 204.29 feet to a point for angle;

South 58 degrees 13' East, 212.88 feet to a point for angle;

South 23 degrees 56' East, 187.36 feet to a point for angle;

South 6 degrees 18' 32" East, 145.56 feet to a point for angle;

South 4 degrees 5' 52" West, 217.22 feet to a point for angle;

South 14 degrees 34' 42" West, 201.68 feet to a point for angle;

South 17 degrees 50' 25" West, 183.44 feet to a point for angle;

South 27 degrees 39' 23" West, 444.38 feet to a point for angle;

South 38 degrees 06' 17" West, 525.95 feet to a point for angle;

South 25 degrees 12' 47" West, 126.01 feet to a point for angle;

South 09 degrees 21' 57" West, 131.20 feet to a point for angle;

South 06 degrees 22' 33" West, 140.89 feet to a point for angle;

South 24 degrees 11' 29" West, 156.84 feet to a point for angle;

South 31 degrees 49' 52" West, 142.20 feet to a point for angle;

South 31 degrees 49' 52" West, 142.20 feet to a point for angle;

South 34 degrees 41' West, 258.25 feet to a point for angle;

South 34 degrees 49' 31" East, along a line from the center line of Jones Creek, 146.96 feet to a point for the intersection of the center line of a 30 foot wide drainage easement;

**THENCE**, Southerly and Easterly along the center line of said 30 foot wide drainage easement with the following courses and distances:

South 28 degrees 34' 08" West, 75.66 feet to a point for angle;

South 03 degrees 24' 38" West, 103.05 feet to a point for angle;

South 22 degrees 35' 12" East, 110.61 feet to a point for angle;

South 30 degrees 42' 13" East, 19761 feet to a point for angle;

South 02 degrees 58' 58" West, 124.32 feet to a point for angle;

South 17 degrees 45' 06" West, 213.89 feet to a point for angle;

South 75 degrees 49' 22" West, 107.15 feet to a point for angle;

South 70 degrees 54' 07" East, 124.54 feet to a point for angle;

North 60 degrees 24' 39" East, 84.60 feet to a point for angle;

North 17 degrees 18' 13" East, 140.50 feet to a point for angle;

North 36 degrees 17' 25" East, 112.83 feet to a point for the center line intersection of Dogwood Trail (60 foot wide road easement) and a corner of this Tract;

THENCE, Southeasterly, along the center line of said Dogwood Trail, with the following courses and distances:

South 17 degrees 27' East, 233.14 feet to a point for angle;

South 29 degrees 06' 14" East, 195.0 feet to a point for the center line intersection of Mimosa Lane (60 feet wide road easement), and a reentrance corner of this Tract

THENCE, North 60 degrees 53' 46" East, along the center line of said Mimosa Lane, 1016.73 feet to a point for the center line intersection of Woods Edge Drive (60 foot wide road easement), and the Northerly Southeast corner of this Tract;

THENCE, South 09 degrees 05' 32" East, along the center line of said Woods Edge Drive, 1032.44 feet to a point for the Southeast corner of this Tract;

THENCE, South 89 degrees 46' West, 2458.08 feet to the Place of Beginning and containing 142.955 Acres of Land.

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):

#### ARTICLE I DEFINITIONS

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

1.01 "*Developer*" shall mean and refer to Woods Edge, 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 Three 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 for herein.

1.06 "*Property*", "*Properties*" and "*Subdivision*" shall mean and refer to that certain real property herein before 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

**2.01 Existing Easements.**

a. Developer reserves to himself, his 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, his successors or assigns, sees fit to install across over, under and through said lots, blocks and home site tracts in Woods Edge Section Three.

b. For the use and benefit of the owners of all the lots in Woods Edge Section Three there is hereby dedicated the private roadway and drainage easements more particularly described in Exhibit "A" of the Restrictions filed at Volume 956, Page 855 of the Deed Records of Fort Bend County, Texas under County Clerk's File No. 52869, incorporated herein by reference for all purposes. This is not a public roads dedication and such roads are dedicated as private but non-exclusive drainage easements to be used by the owners of all of the lots in Woods Edge Section Three and their heirs and assigns for pedestrian and vehicular traffic and for no other purpose, provided, however, nothing herein shall prevent such drainage easements from being dedicated as public roads and drainage easements by proper action of the owners of all of the lots in Woods Edge Section Three at some time in the future.

**2.02 Maintenance.** Neither Developer nor any utility company, their successors 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, or other property of the owner or owners situated on the land covered by said easements.

**2.03 Title to Utility Facilities and Appurtenances.** Not Conveyed. 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 Three by contract, deed or other conveyance, shall not in any event be held or construed to include the title to water, gas, sewer, storm sewer, electric lights, electric power or telephone lines, poles, conduits and transformers, or any other utility or 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 Three 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 Developer, its successor or assigns.

ARTICLE III  
USE RESTRICTIONS

3.01 See Woods Edge Section 3 Deed Restrictions Amended 2019, Article 3.01 Lot and the residential dwelling on his Lot, if any, for single family residential purposes only. As

See Woods Edge Section 3 Deed Restrictions Amended 2019, Article 3.01

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 apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type. No Owner shall use the Common Areas or use or permit such Owner's Lot or residential dwelling to be used for any purpose that would (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 and occupancy of the Subdivision by other Owners.

**3.02 Type of Construction.** 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, patios and garage. No residence or other structure shall be more than 35 feet in height.

A barn of a permanent nature may be constructed upon a Lot so long as: 1.) a residential structure exist upon such Lot; and 2.) the plans and specifications therefor are submitted to and approved by the Architectural Control Committee in accordance with Article V of this Declaration. In the event Lots are deemed contiguous as herein after defined, a barn may be constructed upon any one (1) of such Lots so long as a residential structure exists upon the other such Lot. For purposes of this section, Lots shall be deemed contiguous if they are owned by the same Owner, share a common side lot line, and are located on the same side of Jones Creek or a road within the Subdivision. In the event an Owner should sell a contiguous Lot with a barn located thereon, the purchaser of such Lot shall have one (1) year within which to construct a residence thereon or remove the barn completely.

No trailer, mobile home, tent, shack or other temporary structure such as metal storage sheds shall be erected, placed or maintained on said property, and no temporary building, 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.

**3.03 Setback and Building Lines.** No buildings, structures or other improvements 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, structure or improvement shall be located any nearer



than 25 feet to the front lot line nor nearer than 20 foot 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. Developer shall have the right to modify these restrictions from time to time with reference to location of setback or sideline restrictions or 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.

**3.04 Passenger Vehicles.** See Woods Edge Section 3 Deed Restrictions Amended 2019, Article 3.04. Trucks in operating condition, having current license plates and inspection stickers, in daily use by the residents of the tract as motor vehicles on the streets and highways of the State of Texas, and which do not exceed six feet six inches (6' 6") in height, or seven feet six inches (7' 6") in width, or twenty-one feet (21') in length shall be permitted to be parked on the driveway of the Lot or in the street adjacent to such Lot. For the purposes of these Restrictions, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas; and, the term "pick-up truck" is limited to 1 ton capacity pick-up trucks which have not been adapted or modified for commercial use. No vehicles shall be allowed to be parked overnight on the streets adjacent to any Lots. All other passenger vehicles or pick-up trucks regularly used by the residents of a Lot shall be parked, kept or stored in the garage located upon such Lot. There shall be no limitations upon the number of vehicles which may be parked on the Property by guests of the Owner, lessee or other occupant of a Lot.

**3.05 Campers, Trailers, and Recreational Vehicles.** See Woods Edge Section 3 Deed Restrictions Amended 2019, Article 3.05. Trailers, boats and/or trailers, stock trailers or recreational vehicles shall be parked, kept or stored upon any Lot unless such vehicles are completely concealed from public view either within a garage located upon the Lot or, are otherwise totally concealed from sight when viewing the Lot at ground level from either the front or sides of such Lot. No motor cycles, dirt bikes or other motor vehicles, such as all terrain vehicles (ATV's) shall be used on any undeveloped Lots, easements or park areas within the subdivision except for those vehicles necessary for the maintenance of such areas. A mobile home trailer, boat and/or trailer, stock trailer or recreational vehicle may be parked on a Lot in view of the public for no more than seventy-two (72) consecutive hours for purposes of loading, cleaning, minor repair or unloading.

**3.06 Vehicle Repairs.** No passenger vehicle, pick-up truck, mobile home trailer, stock trailer, boat and/or trailer, recreational vehicle, or other vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot or on any street (public or private) within the Subdivision if visible from any neighboring Lot; provided, however, that the provisions of this paragraph shall not apply to routine



vehicle repairs which render such vehicles inoperable for less than five (5) consecutive days, or to temporary construction facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Control Committee.

**3.07 Subdivision of Lots.** No lot, tract or parcel of land sold by Developer, or his successors, out of Woods Edge Section Three 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.

**3.08 Walls and Fences.** The location, height, type and design of any fence or wall erected on said property shall be approved in writing by the Developer, or if then formed, the Neighborhood Committee, prior to construction. The following fencing will not be approved: chain link, stand alone barbed wire or other wire fencing, electrified fencing, or fencing in excess of eight (8') feet in height. No privacy fencing may be placed streetward of the front yard wall of the house.

**3.09 Nuisances.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood. No nuisance shall be permitted to exist or operate upon any Lot. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

**3.10 Trash and Rubbish.** No lot shall be used or maintained as a dumping ground for trash, rubbish, animal manure or debris. No trash, rubbish, animal manure or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no 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 to its occupants.

**3.11 Trash Containers.** No garbage or trash shall be placed or kept within the Subdivision unless in covered or plastic containers, except on regular trash pickup days. In no event shall any such containers be maintained on a Lot so as to be visible from any neighboring Lot except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection.

**3.12 Clothes Drying.** No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from a neighboring Lot.

**3.13 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, tanks, 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 any other mineral.

**3.14 A** See Woods Edge Section 3 Deed Restrictions Amended 2019, Article 3.14(a)

**a. Permitted Animals.** No animals, livestock or poultry of any kind shall be permitted on any Lot for any purpose with the exception of: common household pets such as cats and dogs not to exceed four (4) of each per household, but specifically excepting any pit bull terriers; horses and sheep not to exceed one (1) of each per acre of land rounded to the nearest acre; eight (8) rabbits per household; and, poultry such as chickens, ducks, geese, guineas, pigeons, doves or turkeys. Such permitted animals, livestock or poultry shall not kept for any commercial purposes, including sale, breeding or boarding.

**b. 4H or FFA Projects.** Other animals, livestock or poultry, except swine, may be permitted upon the approval of the Association so long as such animals, livestock or poultry are the exclusive subject of a bonafide 4-H or Future Farmers of America (FFA) project. Only one (1) cow per household may be permitted for such project which cow must be removed from the subdivision upon the expiration of one (1) year from the commencement date of such project.

**c. Containment.** All grazing animals, livestock, rabbits or poultry must be confined to the back portion of the Owner's residential lot and shall be the exclusive responsibility of the Owner thereof. 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 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.

**3.15 Lot Maintenance.** All tracts shall be maintained in a sanitary, healthful, safe and attractive condition. The owner or occupant shall keep all grass, vegetation and weeds thereon cut as often as may be necessary to maintain the same in the condition required hereby. All drainage ditches shall be maintained and drained in the same manner and shall be unobstructed at all times. In no event shall the owner or occupant use any tract for the storage of material or equipment, except for normal residential requirements or incident to construction of improvements as permitted herein. All yard equipment, or storage piles shall be kept screened by a service yard fence or other similar facility as herein provided, so as to conceal them when viewing the Lot at ground level from the front or sides of such Lot. In the event of default on the part of the owner of the tract to observe the above requirements, such default continuing after ten (10) days written notice thereof, or in the event the owner or occupant has not proceeded with due diligence to complete appropriate

maintenance after such notice, the Association, without liability to the owner of occupant in trespass or otherwise, may enter upon the property and cause to be cut such grass, vegetation or weeds, or do any other thing necessary to bring the property into compliance with the terms of these restrictions so as to place the property in a sanitary, healthful, safe and attractive condition. The Association may charge the cost of such work to the owner or occupant of the property; 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.

**3.16 Repair of Buildings.** 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, 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 land restored to an orderly and attractive condition.

**3.17 Signs.** No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on said property without the written consent of the Association. The Association shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property without such 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 five square feet.

**3.18 Alcohol and Beverages.** The sale of beer, liquor or other intoxicants shall never be permitted on the property. The property shall not 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.

**3.19 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.

**3.20 Antennas and Flagpoles.** No electronic antenna, satellite dish or device of any type for sending or receiving electronic signals shall be erected, constructed, placed or permitted to remain on the exterior of any house, garage or buildings constructed on any Lot in the Subdivision, or be free-standing on any Lot without the prior written approval of the Architectural Control Committee. No flagpole

shall be permanently erected on any property unless prior written approval has been granted by the Architectural Control Committee.

3.21 Decorative Appurtenances. No decorative embellishments shall be installed on front lawns or any other location visible from any street, unless such specific items have been approved in writing by the Architectural Control Committee.

3.22 Wind Generators. No wind generators shall be erected or maintained on any Lot.

3.23 Solar Generators. No solar collector shall be installed without the written approval of the Architectural Control Committee. Such installation shall be in harmony with the design of the residence. When reasonably possible, solar collectors shall be installed in a location not visible from the public street in front of the residence.

3.24 Recreational Equipment. No recreational facility and or equipment shall be permanently erected on any Lot without the prior written approval of the Architectural Control Committee. Temporary placement of such items is permitted so long as such placement does not exceed more than forty-eight (48) hours during any seven (7) day period.

3.25 Carports. No carports shall be erected or permitted to remain on any Lot without the express written approval of the Architectural Control Committee. Said approval will be denied unless the carport is shown to be an integral part of the residence and constructed using the same design, color and materials as the residence uses.

3.26 Permitted Hours for Construction Activity. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 a.m. and 10:00 p.m.

3.27 Culverts. Culverts installed by tract owners from a road within the Subdivision to their driveways are to 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 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 the 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 appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably 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, or other matters of mutual interest.

**4.02 Membership Association.** 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 that Lot at any meeting of the Association. Such designation shall be in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one member of the Association and no single member is designated to vote on behalf of the members having an ownership interest in such Lot, none of such members shall be allowed to vote. 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. The Declarant may exercise the voting rights with respect to Lots owned by it.

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

4.05 Professional Management. The Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

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 Approval of Building Plans. No building, fence, wall, improvement or other structure shall be commenced, erected, 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 minimum construction Standards by the Woods Edge Section Three Neighborhood Committee, Inc. Architectural Control Committee (the "Committee"). A copy of the construction plans, specifications and schedule, and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, prior to commencement of constructions. The Architectural Control Committee may require the 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 Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Committee retains the right to retain one copy of all approved plans and specifications for Committee's files. Further, any Owner receiving approval of any plans hereunder agrees to construct said addition or structure in accordance with the approved plans. The Committee shall have the right and authority to require any 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 entity.

5.02 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 of streets, walks, paths and structures on

adjacent property and a limited number of acceptable exterior materials and 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 herein imposed 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 with the overall character and aesthetics of the subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to 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 variance 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 of the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

**5.03 Committee Membership.** The Architectural Control Committee shall be composed of no less than three (3) or more than seven (7) committee-persons who shall serve for terms of three (3) years, which persons shall serve in the interest of the subdivision as the Board of Directors may determine, who by majority vote may designate a representative to act for them.

**5.04 Replacement.** In the event of death or resignation or removal of any member or members of said Committee, the Board of Directors shall solicit volunteers from the Subdivision to fill the unexpired term of the position vacated, and shall appoint a successor member or members by a majority vote of quorum of Directors present in person or by proxy at a special meeting called for such purpose.

**5.05 Minimum Construction Standards.** The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

**5.06 Term.** The duties and powers of the Architectural Control Committee and of the designated representative shall continue for the duration of these Restrictions unless sooner terminated at the discretion of the Board of Directors, at which time all power vested in said Committee by this covenant shall be assumed by the Board of Directors of the Association.

**5.07 No Liability.** Declarant, the Association and the Architectural Control 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 altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans and specifications and no publication of minimum construction standards 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 Declarant, the Association and the Architectural Control 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. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by his claim or assertion of ownership or by accepting a 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 of 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, such assessments to be established and collected as hereinafter provided; and
- c. Maintenance charges incurred by the Association under Article III, Section 3.15.

The annual and special assessments, and maintenance cost incurred by the Association under Article III, Section 3.15 above, together with interest, at the rate of ten percent (10%) per annum, costs, and reasonable attorney's 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; and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

6.02 Purpose of Assessments. Each Lot in Woods Edge Section Three 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, on or before January 1st of each year, in advance annual installments, commencing on a date and in the 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 for the Subdivision may, in the judgment of the Association require. Such assessment will be uniform. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents 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: constructing and maintaining alleys, paths, parks, landscape reserves, parkways, easements, esplanades, pools and tennis courts, and play courts, and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, 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 or 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 of Maintenance Dues. The annual maintenance charges on each Lot in the Subdivision is hereby established at the rate of \$50.00 per acre, which such assessment commenced on January 1, 1982. The Board of Directors of said Association, by vote of a majority of the Directors present at a duly called meeting of the Board of Directors at which quorum is present, may adjust such annual maintenance dues from year to year as the case may be and as the needs of the property 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, 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 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 of Directors as to the adjustment of the maintenance dues shall be final.

6.04 Special Assessments for Capital Improvements. 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 any action authorized under Section 6.03 or 6.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) 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 subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**6.06. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**6.07 Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Further, the voting rights of any owner in default in the payment of the annual maintenance charge, or other charge owing hereunder for which an Owner is liable, may be suspended by action of the Board of Directors 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 this Declaration will not be entitled to be nominated for any position as a Director or Officer of the Association unless such default is cured or suit to enforce this Declaration is settled at least sixty (60) days in advance of such meeting to elect Directors or appoint Officer.

Notice of the lien referred to in the preceding paragraph 6.01 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 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.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid annual maintenance charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual maintenance charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of any instrument in writing signed by the President or Vice President of the Association and filed in the office of the County Clerk of Fort Bend County, Texas. In the event of the election by the Board of Directors to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapter 51 of the Texas Property Code as same may hereafter be amended.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents, and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

**6.08 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**6.09 Foreclosure.** In the event of a foreclosure of a mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for maintenance charges, special assessments, or other sums, if any, which accrued and were payable to the

Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for maintenance charges, special assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

## ARTICLE VII GENERAL PROVISIONS

**7.01 Duration And Amendment.** The covenants, conditions and restrictions of the Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Association or the Owner of any Lot subject to this Declaration and the 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 of this Declaration as recorded, after which time, said covenants, conditions, and restrictions shall be automatically extended successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended, altered, rescinded, or modified, in whole or in part, at any time by an instrument signed by the then owners of a majority of land within the subdivision upon which residential structures may be constructed. Such majority of land shall be determined on the basis of the total number of acres, and/or fractions thereof, owned within the Subdivision by those owners signing such instrument when compared to the whole of said Subdivision. No amendment shall be effective until recorded in the Deed Records of Fort Bend County, Texas.

**7.02 Severability.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

**7.03 Rules and Regulations.** The Rules and Regulations may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of these Restrictions, but in the event of a conflict, these Restrictions shall control. Each Owner, by accepting a deed to his Lot, agrees to comply with and abide by the Rules and Regulations as the same may be amended from time to time.

**7.04 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.

**7.05 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.

**7.06 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 hereof.

**7.07 Limitation of Liability.** Declarant, 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 Declarant.

**7.08 Enforceability.** These Restrictions shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, 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. In the event that any action to enforce these Restrictions is initiated against an Owner or occupant of a Lot by Declarant or the Association, Declarant or the Association, as the case may be, shall be entitled to recover attorney's fees from the Owner or occupant of a Lot who violated these Restrictions.

**7.09 Remedies.** In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means or actions to restrain or prevent such violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted; and, against the property to enforce any lien created by this Declaration. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. 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.

**7.10 Interpretation.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. If this Declaration or any part thereof is in conflict with any other Declaration previously filed of record, then the terms of this Declaration and all provisions herein shall govern.

**7.11 Omission.** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other words, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby

declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

7.12 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, 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.

7.13 Anything herein contained notwithstanding these restrictions shall not be applicable to any portion of the following described tracts or parcels of land notwithstanding the fact that some portion thereof may be within the boundaries of the 142.955 Acre Tract of land comprising Woods Edge Section Three which is herein above described, to-wit:

Tract No. 1, The Drill Site

5.00 acres of land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas:

For Connection Begin at an iron pipe found in the North right-of-way line of State Farm Market Road #359, being in the West line of said S. Isaacs League, and the East line of the William Andrus League, Abstract #3; said point marking the Southwest corner of said original 412.5 Acre Tract and the Southeast corner of the Gary Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records); THENCE, North 0 degree 05' 30" West, along said league line, 700.04 feet to an iron pipe set marking the Northwest corner of a 4.822 Acre Park Site; THENCE, North 89 degrees 40' East, 233.34 feet to an iron pipe set marking the Northwest corner of and Place of Beginning for this said 5.00 Acre Tract;

THENCE, North 89 degrees 46' East, 466.69 feet to an iron pipe set marking the Northeast corner of this Tract;

THENCE, South 0 degree 05' 30" East, at 161.38 feet pass a point marking the center point of a 50 foot radius cul-de-sac, in all 466.69 feet to an iron pipe set marking the Southeast corner of this Tract;

THENCE, 89 degrees 46' West, 466.69 feet to an iron pipe set marking the Southwest corner of this Tract;

THENCE, North 0 degree 05' 30" West, 466.69 feet to the Place of Beginning and containing 5.00 Acres of Land.



Tract No. 2, The Park Site

4.822 acres of land out of the original Winston Farber 412.5 Acre Tract, Samuel Isaacs League, Abstract #35, Fort Bend County, Texas:

For Connection Begin at an iron pipe found in the North right-of-way line of State Farm Market Road #359, being in the West line of said S. Isaacs League, and the East line of the William Andrus League, Abstract #3; said point marking the Southwest corner of said original 412.5 Acre Tract and the Southeast corner of the Gary Greene, Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records); THENCE, North 0 degree 05' 30" West, along said league line, 400.00 feet to an iron pipe set marking the Northwest corner of Reserve "B"; said point also marks the Southwest corner of and Place of Beginning for this said 4.822 Acre Tract;

THENCE, North 0 degree 05' 30" West, along said league line, 300.04 feet to an iron pipe set marking the Northwest corner of this Tract;

THENCE, North 89 degrees 46' East, 700.03 feet to an iron pipe set marking the Northeast corner of this Tract;

THENCE, 0-degree 05' 30" East, at 161.38 feet pass a point marking the center point of a 50 foot-radius cul-de-sac, in all 300.04 feet to an iron pipe set marking the Southeast corner of this Tract;

THENCE, South 89 degrees 46' West, along the North line of said Reserve "B", 700.03 feet to the Place of Beginning and containing 4.822 Acres of Land.

Tract No. 3, Reserve "B"

22.863 Acres of land designated as Reserve "B" and out of the Samuel Isaacs League, Abstract #35, Fort Bend County, Texas:

Begin at an iron pipe in the North line of State Farm Market Road #359 marking the Southwest corner of the original Call Winston Farber 412.50 Acre Tract; said corner being the Southeast corner of the Gary Greene Trustee 170.75 Acre Tract (Vol. 508, Pg. 93; Deed Records); being the Southwest corner of and Place of Beginning for this Tract;

THENCE, North 0 degree 5' 30" West, 400.0 feet to the Northwest corner of this Tract;

THENCE, North 89 degrees 46' East, 2458.08 feet to the Northeast corner of this Tract;

THENCE, South 9 degrees 5' 32" East, 404.83 feet along the center line of a 60 foot road easement to the Southeast corner of this Tract;

THENCE, South 89 degrees 46' West, 2521.41 feet along the North line of State Farm Market Road #359 to the Place of Beginning and containing 22.863 Acres.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ 1990.

\_\_\_\_\_  
Notary Public - State of Texas

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

EXECUTED this 9 day of December, 1990.

Antonio P. Rodriguez  
Signature

Antonio P. Rodriguez  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

#214  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF St. Bend

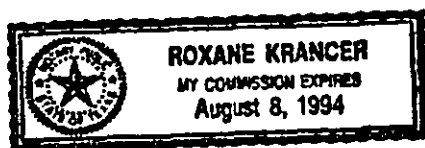
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Antonio P. Rodriguez known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of December, 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/94



EXECUTED this 9th day of December, 1990.

Bernie Williams  
Signature

Bernie Williams  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

232  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF At. Bend

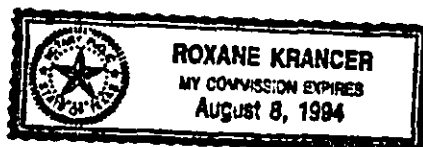
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Bernie Williams, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of December, 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/94



EXECUTED this 9 day of December, 1990.

Ferrell D. Hays  
Signature

FERRELL D. HAYS  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

230  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF H. Bend

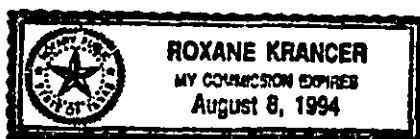
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ferrell D. Hays known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of December 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/1994



EXECUTED this 9 day of December, 1990.

Signature

J. P. DERMANOSKI, JR  
Print Name

Signature

Print Name

209  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FLORIDA

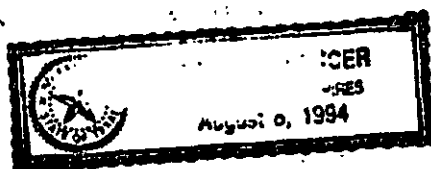
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. P. Dermanoski Jr known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of December 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/94



EXECUTED this 11 day of NOVEMBER, 1990.

Donald C. Vicki  
Signature

DONALD C. VICKI  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4807 OLD OAK RD.  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

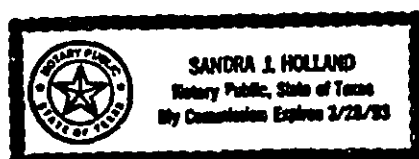
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DONALD C. VICKI known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public - State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93





EXECUTED this 11<sup>th</sup> day of NOVEMBER, 1990.

*James M. Messina*  
Signature

JAMES M. MESSINA  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Lot 167  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JAMES M. MESSINA known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November, 1990.

*Sandra J. Holland*  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of November, 1990.

Cecilia Lyde  
Signature

Cecilia Lyde  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4815 Old Oak  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF Et. Bend

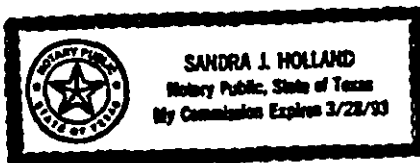
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared CECILIA LYDE known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November, 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of NOVEMBER, 1990.

Jack Williams  
Signature

JACK WILLIAMS  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

LOT 233  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JACK WILLIAMS known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November, 1990.

Sandra J. Holland  
Notary Public - State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of November 1990.

Gary L. Lenderman  
Signature

Gary L. Lenderman  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4811 Old Oak  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared GARY L. LENDERMAN known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 1 day of Dec, 1990.

Bryan B Hartzell  
Signature

BRYAN B. HARTZELL  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

LOT 196  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF H. Bend

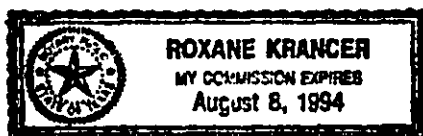
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared BRYAN B. HARTZELL known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of December 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/94



EXECUTED this 11 day of November, 1990.

David A. Chamberlain

Signature

David A. Chamberlain

Print Name

Signature

Print Name

5414 Cherry Ridge Rd.

Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DAVID A. CHAMBERLAIN, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public, State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of November, 1990.

Thomas L. Whitaker Jr.  
Signature

Thomas L. Whitaker Jr.  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4803 Old Oak  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF Ft. Bend

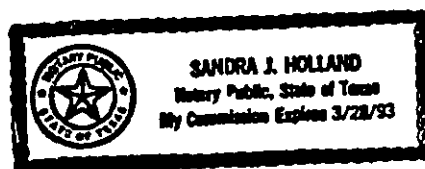
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Thomas L. Whitaker, Jr. known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public, State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93





EXECUTED this 11<sup>th</sup> day of NOVEMBER, 1990.

Anthony Krancer  
Signature

ANTHONY KRANCER  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4815 WOODS EDGE DRIVE RICHMOND TX  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

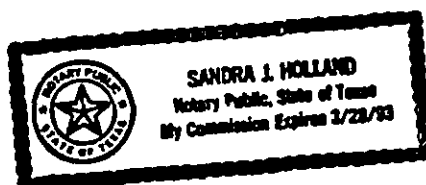
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ANTHONY KRANCER known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November, 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of November, 1990.

Hugh E. Parsons  
Signature by J. W. Tielke, Attorney-in-Fact.

HUGH E. PARSONS  
Print Name

Debra L. Parsons  
Signature by J. W. Tielke, Attorney-in-Fact

DEBRA L. PARSONS  
Print Name

Lat # 184  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. W. TIELTE known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public - State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of November, 1990.

[Signature]  
Signature

Edward O. Hockaday  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

5310 Cherry Ridge #101 176  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared EDWARD O. HOCKADAY known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11<sup>th</sup> day of Nov, 1990.

Ken D. Parr  
Signature

KEN D. PARR  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

LOTS 207 & 210  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared KEN D. PARR known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November, 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 30<sup>th</sup> day of November, 1990.

Janet S. Leeds by Woods Edge Section Neighborhood  
Signature by Gary Lenderman Attorney-in-fact  
Janet S. Leeds by Woods Edge Section III  
Neighborhood Committee to by Anne Krancer,  
Print Name by Gary Lenderman, attorney in fact

Signature

Print Name

Lot # 226  
 Woods Edge Section Three Address

THE STATE OF TEXAS  
 COUNTY OF Fort Bend

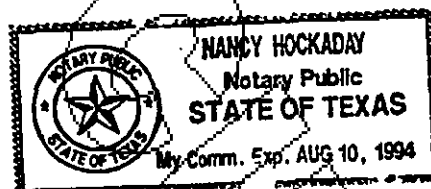
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gary Lenderman Anne Krancer known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30<sup>th</sup> day of November, 1990.

Nancy Hockaday  
 Notary Public- State of Texas

Print Name: NANCY HOCKADAY

My Commission Expires: August 10, 1994



EXECUTED this

30<sup>th</sup>

day of

November

1990.

Brian D. Boles, Sharon A. Boles  
 by Gary Lenderman, attorney in fact  
 Signature  
Brian D. Boles, Sharon A. Boles  
 by Gary Lenderman, attorney in fact  
 Print Name

Signature

Print Name

Lot No. 166

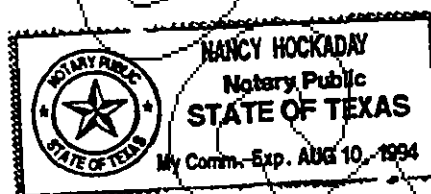
Woods Edge Section Three Address

THE STATE OF TEXAS  
 COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gary Lenderman known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of November 1990.

Nancy Hockaday  
 Notary Public- State of Texas

Print Name: NANCY HOCKADAYMy Commission Expires: August 10, 1994

EXECUTED this 30 day of November 1990.

Cecil Herbert Knott & Betty Marie Knott  
 by Gary Lenderman attorney in fact  
 Signature  
Cecil Herbert Knott, Betty Marie Knott  
 by Gary Lenderman attorney in fact  
 Print Name

Signature

Print Name

4802 Old Oak

Woods Edge Section Three Address

THE STATE OF TEXAS  
 COUNTY OF Tarrant

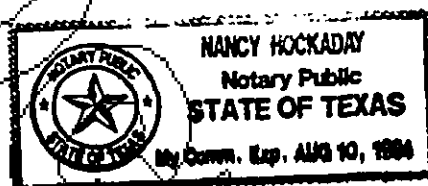
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Gary Lenderman known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30<sup>th</sup> day of November 1990.

Nancy Hockaday  
 Notary Public - State of Texas

Print Name: NANCY HOCKADAY

My Commission Expires: August 10, 1994



EXECUTED this 23rd day of November, 1990.

Michael A. Patton  
Signature

Michael A. Patton  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4814 Old Oak Lot #218  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF El Paso

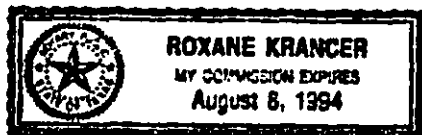
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael A. Patton known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of November, 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/1994





EXECUTED this 24 day of November 1990.

*Ann M. Noel*  
Signature

ANN M. NOEL  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

212 + 213-  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF St. Bend

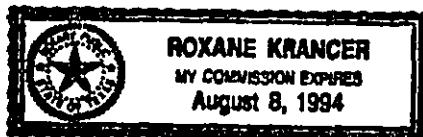
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ann M. Noel known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of November 1990.

*Roxane Krancer*  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/1994



EXECUTED this 24 day of November, 1990.

[Signature]  
Signature

Reed Shori Hildreth  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

5410 Cherry Ridge  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF Port Bendi

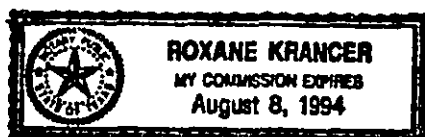
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared REED HILDRETH known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of November, 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/94



EXECUTED this 24 day of NOVEMBER, 1990.

[Signature]  
Signature

DAVID PEARSELL  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

5703 MINOSA  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF Fort Bend

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DAVID PEARSELL known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of November, 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/1994



EXECUTED this 18 day of Nov, 1990.

Irene Ransom  
Signature

Irene Ransom  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

5308 Cherry Ridge  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

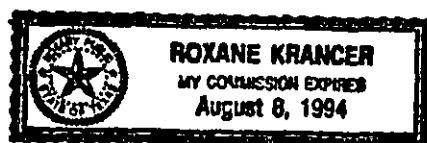
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared IRENE RANSOM known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of November, 1990.

Roxane Krancer  
Notary Public - State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/1994



EXECUTED this 18 day of November, 1990.

[Signature]  
Signature

NORMAN L BARRINGTON  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

5602 CHERRY RIDGE RD + #186  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF Ft. Bend

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Norman L. Barrington known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of November, 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: 8/8/94



EXECUTED this 18 day of NOVEMBER, 1990.

Stanley Speer Jr  
Signature

STANLEY SPEER JR  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

198  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

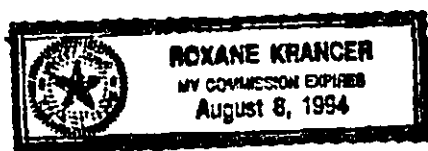
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stanley Speer Jr known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of November 1990.

Roxane Krancer  
Notary Public- State of Texas

Print Name: Roxane Krancer

My Commission Expires: August 8, 1994



EXECUTED this 11<sup>th</sup> day of November, 1990.

Linda M. Frasure  
Signature

Linda M. Frasure  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Lot 183  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared LINDA M. FRASURE known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November, 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of Nov, 1990.

[Signature]  
Signature

JAMES D. WILLIAMSON  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

5706 Hickory Hollow  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF At. Bend

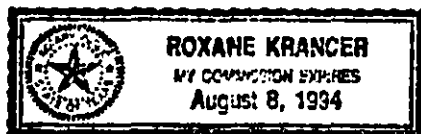
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James D. Williamson known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November 1990.

Roxane Krancer  
Notary Public - State of Texas

Print Name: Roxane Krancer

My Commission Expires: August 8, 1994





EXECUTED this 11<sup>th</sup> day of NOVEMBER, 1990.

[Signature]  
Signature

DON LEROUAX  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

# 182  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

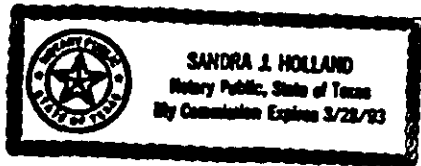
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DON LEROUAX known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November, 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11th day of November, 1990.

Carol L. Vacek

Signature

CAROLE L. VACEK

Print Name

Signature

Print Name

172, 173, 174, 175  
5210 Cherry Ridge Rd.  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF El Paso

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared CAROLE L. VACEK known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

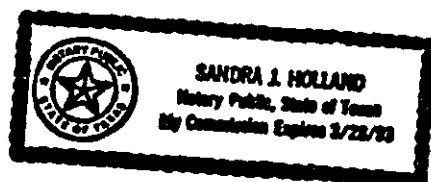
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland

Notary Public, State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of November, 1990.

Irene D. Hughes  
Signature

IRENE D. HUGHES  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4803 WOODS EDGE DR. RICHMOND, TX 77469  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared IRENE D. HUGHES known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11<sup>th</sup> day of NOVEMBER, 1990.

M. A. MAHROU  
Signature

M. A. MAHROU  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

168 & 169  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

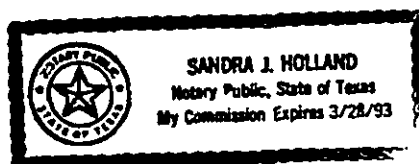
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared M. A. MAHROU known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public - State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11 day of November, 1990.

Robert H Blankenship  
Signature

Mr. Robert H. Blankenship  
Print Name

Jacqueline Blankenship  
Signature

Jacqueline BLANKenship  
Print Name

5211 Cherry Ridge, Richmond, TX  
Woods Edge Section/Three Address + 163 77469

THE STATE OF TEXAS  
COUNTY OF Ft. Bend

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT H. BLANKENSHIP and JACQUELINE BLANKENSHIP known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of November, 1990.

Sandra J. Holland  
Notary Public, State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11th day of November, 1990.

Marlene Luther  
Signature

Marlene Luther  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

197  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF EL PASO

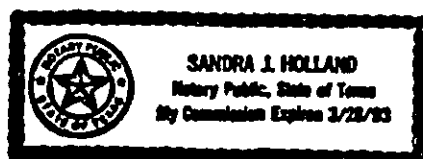
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MARLENE LUTHER known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public- State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



EXECUTED this 11<sup>TH</sup> day of NOVEMBER, 1990.

George S. Gilbert  
Signature

GEORGE S. GILBERT  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

4915 CHERRY RIDGE RD.  
Woods Edge Section Three Address

THE STATE OF TEXAS  
COUNTY OF FT. BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared GEORGE S. GILBERT known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of NOVEMBER, 1990.

Sandra J. Holland  
Notary Public - State of Texas

Print Name: SANDRA J. HOLLAND

My Commission Expires: 3/28/93



Ret. Roxane B. Krancer  
4815 Woods Edge Dr.  
Richmond, TX 77469

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*Dianne Hilson*  
COUNTY CLERK  
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND  
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.

DEC 12 1990



*Dianne Hilson*  
County Clerk, Fort Bend Co., Tex.

