DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR WOODLAND PARK UNIT 1

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH §

This Declaration of Covenants, Conditions & Restrictions for WOODLAND PARK UNIT 1 is made by MEHU HOLDINGS, LLC, a Texas limited liability company (herein called "Declarant"), owns the real property described on **EXHIBIT "A"** to this Declaration, together with the improvements thereon.

Declarant is developing the real property known as WOODLAND PARK UNIT 1 (hereinafter referred to in this Declaration as "the Subdivision"). Declarant desires to provide for the preservation and maintenance of the Subdivision, and to protect the value, desirability, and attractiveness of the Subdivision.

Declarant hereby declares, acknowledges and consents that the real property depicted on and/or described in **EXHIBIT "A"** is subject to this Declaration.

ARTICLE 1

DEFINITIONS

The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 **"Architectural Review Committee"** ("ARC") shall mean the Declarant or, if applicable, an assignee, for the purposes of exercising architectural review as provided in this Declaration.

1.2 **"Declarant"** means MEHU HOLDINGS, LLC, a Texas limited liability company, or its successor, who is developing the Property.

1.3 **"Declaration"** means this document, as it may be amended from time to time.

1.4 **"Development Period"** means that period of time during which the Property is being developed, constructed, or marketed, and extends from the date this Declaration is recorded until title to all of the Lots that may be created has been conveyed to Owners other than builders or other persons who purchase Lots for the purpose of constructing Dwellings for resale to Owners. The Development Period may not exceed ten (10) years.

1.5 **"Documents"** means, singly or collectively as the case may be, this Declaration and the Plat, as any of these may be amended from time to time.

1.6 **"Dwelling"** means the front-entry, single-family residence on a Lot, and all other improvements on the Lot. Where the context indicates or requires, "Dwelling" includes the Lot.

1.7 **"Lot"** means a portion of the Property, intended for independent ownership, on which there is or will be constructed a Dwelling, as shown on the Plat. Where the context indicates or requires, "Lot" includes the Dwelling.

1.8 **"Mortgagee"** means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first deed of trust lien against a Lot.

1.9 **"Owner"** means a holder of recorded fee simple title to a Lot. Declarant is the initial Owner of all Lots. Contract sellers and Mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.

1.10 **"Plat"** means all Plats, singly and collectively, recorded or to be recorded in the Official Public Records of Smith County, Texas, an addition to the City of Noonday, including all dedications, limitations, restrictions, easements, and reservations shown on the Plat, as the Plats may be amended from time to time. At any such time that a Plat is recorded, the legal description attached as **EXHIBIT "A"** shall be amended to incorporate such Plat.

1.11 **"Property"** means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The Property is located in the City of Noonday, Smith County, Texas.

1.12 **"Resident"** means an occupant of a Dwelling, regardless of whether the person owns the Lot.

ARTICLE 2

THE PROPERTY

2.1 **PROPERTY**. The real property described in **EXHIBIT "A"** is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including exhibits to this Declaration, which run with the real property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property.

2.2 **DECLARANT'S RIGHTS & RESERVATIONS**. The Property and the Documents are subject to the representations, rights, and reservations of Declarant. This Section 2.2 and every other provision of the Documents that benefits Declarant may not be amended without evidence of Declarant's consent on the instrument of amendment.

2.3 **STREETS WITHIN PROPERTY**. Because streets and cul-de-sacs within the Property (hereafter "streets") are capable of being converted from publicly dedicated to privately owned, and vice versa, this Section 2.3 addresses both conditions.

2.3.1. **Public Streets**. As to public streets, the Declarant is specifically authorized (1) to accept from a governmental body any delegation of street-related duties, and (2) to act as attorney in fact for the Owners in executing instruments required by public ordinance or public law to impose, modify, or remove restrictions or traffic devices (such as speed bumps) on public streets in the Property.

2.4 **Model Home.** Hunt's Custom Homes, Inc. may construct or occupy a Model Home for the purposes of marketing a Lot on the Property for as long as Hunt's Custom Homes, Inc. deems necessary.

ARTICLE 3

MAINTENANCE OBLIGATIONS

3.1 **OWNER RESPONSIBILITY**. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

3.1.1 **Lot Maintenance**. Each Owner, at the Owner's expense, must maintain his Lot and all improvements on the Lot, including but not limited to the Dwelling, fences, mailboxes, sidewalks, and driveways. Maintenance includes, as needed, preventative maintenance, repairs, and replacement. Each Owner is expected to maintain his Lot at a level, to a standard, and with an appearance that is commensurate with other Lots in the Property. Specifically, each Owner must repair and release worn, rotten deteriorated and unattractive materials and must regularly repaint all painted surfaces as needed to maintain the above referenced standard.

3.1.2 **Yard Maintenance**. Each Owner, at the Owner's expense, must maintain the yards on his Lot at a level, to a standard, and with an appearance that is commensurate with other Lots in the Property. "Yards" means all parts of the Lot other than the Dwelling, including fenced and unfenced portions of the Lot. All yards that are visible from a street must be maintained in a neatly manicured, healthy, and well-groomed condition. Each Owner must remove plant material that is diseased, dying or dead, and promptly replace it with plants of a quality and appearance that are similar or superior to those removed. Owner must keep the yard irrigation system in good repair - repairing or replacing sprinkler heads, irrigation lines, and other irrigation equipment as needed for optimum landscape maintenance. Owners may not construe a law, ordinance, or public policy that requires or encourages xeriscaping as authority to allow the grounds to "go to weed" under the pretext of "adapted native landscaping." Each Owner will keep his yard free of litter, trash, and debris. Additionally, each Owner must:

(a) Maintain an attractive ground cover or lawn on all yards visible from a street.
(b) Edge the street curbs at regular intervals.
(c) Mow the lawns and grounds at regular intervals.
(d) Prevent lawn weeds or grass from exceeding 6 inches in height.
(e) No plant vegetable gardens that are visible from a street.
(f) Maintain an attractive appearance for shrubs and trees visible from a street.

(g) Replace plant material, as needed, to maintain the standard for landscaping commensurate with the Property.

3.1.3 **Avoid Damage.** An Owner may not do any work or to fail to do any work which would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

3.1.4 **Responsible for Damage**. In addition to being responsible for his own Lot maintenance as provided above, an Owner is responsible for his own willful or negligent acts and those of the Resident(s), his or the Resident's(s') family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the property of another Owner.

3.2 **PARTY WALL FENCES**. A fence located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a Party Wall Fence and, to the extent not inconsistent with the provisions of this Section, is subject to the general rules of law regarding Party Walls and liability for property damage due to negligence, willful acts, or omissions.

3.2.1 **Encroachments & Easement.** If the Party Wall Fence is on one Lot or another due to an error in construction, the fence is nevertheless deemed to be on the dividing line for purposes of this Section. Each Lot sharing a Party Wall Fence is subject to an easement for the existence and continuance of any encroachment by the fence as a result of construction, repair, shifting, settlement, or movement in any portion of the fence, so that the encroachment may remain undisturbed as long as the fence stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall Fence.

3.2.2 **Right to Repair**. If the Party Wall Fence is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the fence to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt fence.

3.2.3 **Maintenance Costs**. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall Fence, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the fence, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall Fence, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Real Property Records of Smith County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien; provided the claim of lien is filed within ninety (90) clays after the elate of repairs or replacements to the Party Wall Fence, and suit is filed within one year after the elate the lien is filed. The right of an Owner to contribution from another Owner under this Section is appurtenant to the land and passes to the Owner's successors in title.

3.2.4 **Alterations.** The Owner of a Lot sharing a Party Wall Fence may not cut openings in the fence or alter or change the fence in any manner that affects the use, condition, or appearance of the fence to the adjoining Lot. The Party Wall Fence will always remain in the same location as when erected.

3.3.5 **Weatherproofing.** Notwithstanding any other provision of this Section, an Owner, who by his negligent or willful act causes the Party Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

3.3.6 **Right To Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

3.3.7 ***Disputes.*** *In the event of any dispute arising concerning a* Party Wall Fence each affected Owner shall choose one (1) arbitrator, at such Owner's sole cost and expense. Those arbitrators shall in turn choose one (1) additional arbitrator, whose cost and expense shall be shared equally between (or among, as the case may be), the applicable Owners, and the decision shall be by a majority of all the arbitrators.

ARTICLE 4

PROPERTY EASEMENTS AND RIGHTS

4.1 **GENERAL**. In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

4.2 **OWNER'S INGRESS & EGRESS EASEMENT**. Every Owner is granted a perpetual easement over the Property, as may be reasonably required, for ingress to and egress from his Lot. Once construction of a street adjoining a Lot is completed and said Lot has ingress and egress via that street and adjoining streets, any such easement shall be confined to those streets.

4.3 **UTILITY EASEMENT**. The Declarant may grant permits, licenses, and easements for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

4.4 **ENCROACHMENT EASEMENT**. If any portion of a Dwelling encroaches upon an adjoining Lot now existing or which may come into existence hereafter as a result of construction, overhangs, brick ledges, repair, shifting, settlement, or movement of any portion of a Dwelling, or as a result of condemnation or eminent domain proceedings, a valid easement for such encroachment shall exist and such encroachment shall remain undisturbed so long as the Dwelling stands.

4.5 **SECURITY**. Each Owner and Resident acknowledges and agrees, for himself and his guests, that Declarant, is not a provider, insurer, or guarantor of security within the Property. Each Owner and Resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and Resident further acknowledges that Declarant has made no representations or warranties, nor has the Owner or Resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each Owner and Resident acknowledges and agrees that Declarant may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

4.6 **MINERAL INTERESTS**. In the era in which this Declaration is written, there is renewed interest in oil and gas exploration.

4.6.1 **Mineral Interests Reserved**. On the date of this Declaration, it is expected that all mineral interests will have been reserved by a prior owner of the Property or conveyed pursuant to one or more deeds or other instruments recorded in the Real Property Records of Smith County, Texas, including but not limited to rights to all oil, gas:, or other minerals lying on, in, or under the Property and surface rights of ingress and egress. Because the instruments conveying or reserving mineral interests were recorded prior to this Declaration, those interests in the Property are superior and are not affected by any provision to the contrary in this Declaration. By accepting title to or interest in a Lot, every Owner acknowledges the existence of the mineral rights and/or reservations referenced in this Section 4.6.1 and the attendant rights in favor of the owner or owners of the mineral interests.

4.6.2 **Mineral Reservation by Declarant.** In the event (1) a mineral interest for any part of the Property has not been reserved or conveyed prior to Declarant's conveyance of the Property, or (2) a reservation or conveyance of mineral interests is determined to be invalid or to have terminated, Declarant hereby reserves for itself all right, title, and interest in and to the oil, gas, and other minerals in and under and that may be produced from the Property, to have and to hold forever.

ARTICLE 5

WOODLAND PARK HOMEOWNERS ASSOCIATION

5.1 Once fifty percent (50%) of the Lots are sold by Declarant, Declarant shall cause to be formed a Homeowner's Association (sometimes herein called the "Association") which shall be called WOODLAND PARK Homeowner's Association. The Owners shall constitute the Association. Each Owner of a land tract, including Declarant, shall automatically be a member of the Association. The Association membership shall be appurtenant to ownership of a tract. Ownership of a tract is the sole criterion for membership in the Association.

5.2 **TRANSFER OF OWNERSHIP**. Association membership can be transferred to the grantee of a conveyance of a tract in fee. Membership shall not be assigned, pledged or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

5.3 **MANAGEMENT OF ASSOCIATION**. The Association shall be incorporated as a non-profit corporation. The Association shall be managed by the corporation's Board of Directors pursuant to the procedures set forth in the Association's Articles of Incorporation and Bylaws, subject to this Declaration. The initial Board of Directors shall be appointed by Declarant. Terms of directors shall be staggered in accordance with the Association's Bylaws.

5.4 **MEMBERSHIP VOTING, ELECTIONS, AND MEETINGS**. Each Owner shall have one (1) vote. There shall be at least one meeting of the membership each year. The first such meeting shall be held following proper written notice to all Owners of the time and place for such meeting. Regardless of the actual number of owners for the purposes of membership voting, elections, and meetings, Declarant shall be deemed to have fifty percent (50%) plus one votes until such time that Declarant no longer owns any right, title or interest in and to the Property. Pursuant to the Association's Bylaws the initial board of directors shall be appointed by Declarant which number shall not exceed twelve (12). Declarant shall retain the right to appoint up to five (5) directors until such time as Declarant no longer owns any right, title or interest in and to the Property. At the initial meeting, the Owners shall vote on any matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board of any Owner wishes to bring before the entire membership.

5.5 **DUTIES AND POWERS OF BOARD**. Through its Board, the Association shall have the following powers and duties:

(a) To adopt rules and regulations to implement this Declaration and the Association's Bylaws.
(b) To enforce this Declaration, the Bylaws, its rules and regulations.
(c) To elect officers of the Board and select members of the Architectural Review Committee when the power devolves to the Board.
(d) To delegate its powers to committees, officers or employees.
(e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
(f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner. Declarant shall be exempt from any and all assessments and/or dues.
(g) To determine the amount to be deposited in a reserve fund for future repairs and maintenance to establish a general assessment in an amount sufficient to satisfy the cash requirements of the budget.
(h) To establish and collect special assessments for capital improvements and other purposes.
(i) To file liens against lot owners because of non-payment of assessments duly levied and to foreclose on those liens.
(j) To receive complaints regarding violations of this Declaration, the Bylaws, or the rules and regulations.
(k) To hold hearings to determine whether to discipline Owners who violate this Declaration, the Bylaws, or the rules and regulations.
(l) To give reasonable notice to all owners of all annual meetings of the membership and all discipline hearings.
(m) To hold regular meetings of the Board at least quarterly.
(n) To establish and enforce reasonable rules and regulations regarding the maintenance, upkeep and mowing of roadsides and lake.

ARTICLE 6

ARCHITECTURAL REVIEW

6.1 **ARCHITECTURAL REVIEW COMMITTEE**. The Declarant, as the Architectural Review Committee, shall have exclusive jurisdiction over all original construction and any improvements, additions or modifications thereto within the property, as well as any removal of any trees or vegetation and all landscaping development and any changes thereto within the Property.

6.2 **PRIOR APPROVAL OF PLANS AND BUILDER/CONTRACTOR**. No building, fence, wall, sign, exterior light, or other structure or apparatus, either permanent or temporary shall be commenced, erected, placed, or maintained upon any Lot constituting a portion of the Property, nor shall any exterior addition thereto, change therein or alteration, excavation, subdivision or resubdivision thereof, including without limitation changes in or alteration of grade, landscaping, removal of any trees or vegetation, roadways, and walkways, be made until the proposed builder/contractor and the plans and specifications (showing the nature, kind, shape, height, materials, color, location, and other material attributes of the same) shall have been submitted to and approved in writing by Declarant. Such approval as to the builder/contractor shall take into consideration, but such is not necessarily limited to, the reputation and experience of the builder/contractor. Such approval as to the plans and specifications shall take into consideration (i) compliance with the Covenants. herein contained, and (ii) harmony of external

design and location in relation to surrounding structures and topography which are now or hereafter existing or proposed, including, but not by way of limitation, as to architectural designs, setbacks, landscaping, color schemes and construction materials. In the event Declarant fails to approve or disapprove such builder/contractor, design and location within thirty (30) days after such have been submitted to it, approval will not be required, and such Applicant shall be deemed to have fully complied with this Article. Non-exercise of the powers hereby reserved by Declarant in one or more instances shall not be deemed to constitute a waiver of the right to exercise such power in other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications. In the absence of gross negligence or willful misconduct attributable to Declarant, Declarant shall not be liable for the improper enforcement or failure to exercise any of the powers reserved unto Declarant pursuant to this Article. In no event shall any approval obtained from Declarant pursuant to the terms of this Article, be deemed to be a representation of any nature regarding the structural safety or engineering soundness of the structure or other item for which such approval was obtained; nor shall such approval represent in any manner compliance with any building or safety codes, ordinances or regulations; nor shall such approval be construed as a representation or warranty as to any matter which is the subject of such approval.

6.3 **RESERVATION OF ARCHITECTURAL REVIEW**. Nothing contained in this Declaration to the contrary, Declarant reserves to itself the right and power to approve and control all construction on the Lot, and any removal of trees and vegetation and landscaping, including the right to delegate the powers hereof.

ARTICLE 7

CONSTRUCTION RESTRICTIONS

7.1 **SUBJECT TO RESTRICTIONS**. The provisions of this Article may be treated as the minimum requirements for improving a Lot. An Owner should review the architectural restrictions, if any, before planning improvements, repairs, or replacements to his Lot and Dwelling.

7.2 **HOUSES**. The principle improvement on a Lot must be one (1) single-family Dwelling not more than two (2) stories in height. Without the ARC' s prior written approval for a variance, each Dwelling must have the following characteristics:

7.2.1 **Setbacks**. The front-line and side-line setbacks of each Dwelling must be approved by the ARC, and must, at a minimum, comply with the requirements of the City of Noonday's subdivision ordinance or building code that is in effect at the time all permits necessary to commence construction are issued. In this regard, no permanent improvement or any part thereof, may be nearer than ten feet (10') to any adjacent Lot line, and no permanent improvement may be located nearer than fifty feet (50') to the front street line of such Lot or to the rear property line of the Lot. If a corner Lot, no permanent improvement may be located nearer than fifteen feet (15') to any adjacent street and twenty-five feet (25') to the rear property line of the Lot.

7.2.2 **New Construction**. Dwellings must be constructed on the Lot. A Dwelling or addition constructed elsewhere may not be moved onto a Lot. The construction of a Dwelling must be started promptly after the ARC approves the Dwelling's plans and specifications. At the start of construction -- but not before, building material to be used in the construction may be stored on the Lot. Once started, the Dwelling and all improvements on the Lot must be completed with due diligence, but in no event may the construction period exceed twelve (12) months unless otherwise expressly provided in the approval by the Declarant.

7.2.3 **Garage**. All Dwellings will have side entry primary garages for parking at least two (2) standard-size cars, unless otherwise required by the. Secondary garages with forward facing garage door must be fifty percent (50%) depth of the house towards the back and must be attached to the primary residence. Any garage door attached to the primary residence must be no taller than ten feet (10'). Any secondary shop or garage with forward facing garage door must be located behind the house and concealed by a fence or gate.

7.2.4 **Size**. The total air-conditioned living area of the Dwelling, exclusive of open porches, garages, patios, and detached accessory buildings will not be less than 2,400 square feet.

7.2.5 **Exterior Wall Materials**. A minimum of sixty percent (60%) of the Dwelling's total exterior wall area, minus windows and doors, must be brick with the balance of the exterior wall area, minus windows and doors, be constructed of stone or James Hardie materials, and James Hardie materials for any fascia soffit and eaves. Vinyl siding may not be used on any exterior walls of any Dwelling.

7.2.6 **Roofing Materials**. Roofs must be covered with architectural style composition shingles with at least a thirty (30) year warranty.

7.2.7 **Accessories**. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to the ARC's prior approval, including approval of design, color, materials, and location.

7.2.8 **Roof Restrictions**.

(a) All Residences shall have a minimum 12:12 and maximum 16:12 side roof pitch, minimum 6:12 front to back roof pitch and all sides must match.

(b) Vent stacks and other roof penetrations shall be placed on roof planes other than those visible from the street and Common Areas, unless specifically approved by the Declarant.

7.3 **DRIVEWAYS & SIDEWALKS**. Without the ARC's prior written approval: (i) a driveway on a Lot must be surfaced with concrete; (ii) side approach driveways are not allowed on any Lot, except corner Lots; and (iii) on corner Lots, side approach driveway approaches to garages must be standard driveway approaches. Sidewalks must conform to the specifications of the City of Noonday.

7.4 **FENCES & WALLS.** Fences must be made of wood, iron or other approved material. Retaining walls must be constructed entirely with materials approved by ARC, however railroad ties, landscape timbers and creosote logs may not be used for any retaining walls. Fences may not be constructed between a Dwelling's front building line and the street. Homebuilders and/or Owners of adjoining Lots shall use good faith efforts to coordinate construction or reconstruction of fences so that adjacent fences be aligned in a complementary and symmetrical manner.

7.5 **UTILITIES**. All utility lines and equipment must be located underground, (including but not limited to, water, sewer, propane gas tanks, electricity and telephone), except for: (1) elevated or surface lines or equipment required by a public utility or the City of Noonday; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The ARC may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots. Each Lot will use city water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

7.6 **AIR CONDITIONERS**. Air conditioning equipment may not be installed in the front yard of a Dwelling. Window UNITs are prohibited. The air- conditioning equipment and apparatus may not be visually seen from the street and neighboring Lots.

7.7 **NO SUBDIVISION**. No Lot may be subdivided.

7.8 **DEBRIS**. No Lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses.

7.9 **LANDSCAPING**. All front yards and side yards on all Lots must be sodded or hydro-mulched within two (2) months after occupancy of the Dwelling. Side yards on corner Lots must be sodded or hydro-mulched the full length of the property line adjacent to the street. After sodding or hydro-mulching, all yards must be maintained with grass or landscaping in a neat and well mown condition, free of unsightly weeds and overgrowth. The homebuilder and/or Owner will be responsible for planting and maintaining (i) at least one (1) three inch (3") caliber oak tree on each Lot, to be approved by the architectural reviewer. Planting of pear trees is prohibited. No rocks, cactus or desert landscaping will be permitted on any Lot without the prior written approval by the ARC. Each Lot must contain a sprinkler system which shall be maintained in working order by the homebuilder or Owner.

7.10 **ACCESSORY STRUCTURES**. Accessory structures and sheds including, but not limited to, pool houses, garages, mother-in-law suites, shops, dog houses, gazebos, storage sheds, playhouses, and greenhouses, must be approved by the ARC prior to being constructed and/or located on any Lot. All accessory buildings shall correspond in style and architecture and brick, siding, and roof colors with the dwelling to which it is appurtenant. Notwithstanding the foregoing, accessory structures may not be constructed and/or located on any Lot where such accessory structures would be visible from adjoining Lots and/or streets.

ARTICLE 8

USE RESTRICTIONS

8.1 **DECLARATION'S RIGHT TO PROMULGATE RULES**. The Declarant is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. In addition to the restrictions contained in this Article, each Lot is owned and occupied subject to the right of the Declarant to establish Rules, and penalties for infractions thereof, governing:

(a) Hazardous, illegal, or annoying materials or activities on the Property.
(b) The use, maintenance, and appearance of portions of Dwellings visible street or other Dwellings, such as roofs, windows, doors, porches, and fences.
(c) Landscaping and maintenance of yards.
(d) The occupancy and leasing of Dwellings.
(e) The types, sizes, numbers, locations, and behavior of animals at the Property.
(f) The types, sizes, numbers, conditions, uses, appearances, and locations of motorized and recreational vehicles on the Property.
(g) Disposition of trash and control of vermin, termites, and pests.
(h) Anything that interferes with maintenance of the Property, administration of the Documents, or the quality of life for Residents.

8.2 **RESIDENTIAL USE**. The use of a Lot is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a Resident from using a Dwelling for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the Dwelling as a residence; (ii) the uses conform to all applicable governmental ordinances; (iii) there is no external evidence of the such use; (iv) the use does not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (v) such use does not interfere with Residents' use and enjoyment of neighboring Lots.

8.3 **OCCUPANCY**. Other than the completed principle Dwelling, no thing or structure on a Lot (including the garage) may be occupied as a residence at any time by any person. At the sole discretion of the ARC, a suite or apartment may be constructed for the residence of a relative of the principle owners or occupants of the Lot. This could include a separate structure, such as a pool house.

8.4 **CONDITIONS OF LEASE**. Whether or not it is so stated in a lease, every lease is subject to the Documents. An Owner is responsible for providing any and all tenants with copies of the Documents and notifying such tenant(s) of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When an Owner is notified of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then each Owner hereby has, the power and right to pursue the remedies of a "landlord" under the lease and/or State law for the default, including eviction of the tenant. The Owner of a leased Dwelling is liable for any expenses incurred in connection with enforcement of the Documents against his tenant.

8.5 **ANNOYANCE**. No Lot may be used in any way that: (i) may reasonably be considered annoying to neighbors; (ii) may be calculated to reduce the desirability of the Property as a residential neighborhood; (iii) may endanger the health or safety of Residents; (iv) may result in the cancellation of insurance on the Property; or (v) will violate any law. The Declarant has the sole authority to determine what constitutes an annoyance.

8.6 **ANIMALS**. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for a commercial purpose or for food. Customary domesticated household pets may be kept subject to the Rules. Unless the Rules provide otherwise:

8.6.1 **Number**. No more than two (2) pets may be maintained in each Dwelling. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Declarant.

8.6.2 **Disturbance**. Pets must be kept in a manner that does not disturb the peaceful enjoyment of Residents of other Lots. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

8.6.3 **Indoors/Outdoors**. Subject to the limited yard privilege below, a permitted pet must be maintained inside the Dwelling, and may not be kept on a patio or in a fenced yard.

8.6.4 **Limited Yard Privilege**. Dogs and cats may be kept in fenced yards only if they do not disturb or annoy people on the Property.

8.6.5 **Pooper Scooper**. Resident is responsible for the removal of his pet's wastes from the Property. Unless the Rules provide otherwise, a Resident must prevent his pet from relieving itself on Lot of another Owner.

8.6.6 **Liability**. An Owner is responsible for any property damage, injury, or disturbance caused or inflicted by an animal kept on the Lot. The Owner must compensate any person injured by the animal. The Owner of a Lot on which an animal is kept is deemed to indemnify and to hold harmless the other Owners and Residents, from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the Lot or having the animal on the Property.

8.7 **APPEARANCE**. Both the Lot and the Dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots.

8.8 **SIGNS**. No signs advertising the Lots for sale or lease, other advertising signs, or unsightly objects may be erected, placed, or permitted to remain on the Property or to be visible from windows in the Dwelling without the Declarant's prior written approval. The Declarant's approval may specify the location, nature, appearance, dimensions, number, and time period of any advertising sign. The Declarant may affect the removal of any sign that violates this Section without liability for trespass or any other liability connected with the removal. Notwithstanding the foregoing, and subject to the Declarant's disapproval, an Owner may erect, per Lot, one professionally made sign of not more than five (5) square feet advertising the Lot for sale.

8.9 **GARAGES**. Without the Declarant's prior written approval, the original garage area of a Lot may not be enclosed or used for any purpose that prohibits the parking of operable vehicles therein. All mechanical and operational aspects of the garage door are to be maintained by its Owner.

8.10 **DRIVEWAYS**. The driveway portion of a Lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the Declarant's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (2) for repair or restoration of vehicles.

8.11 **ANTENNA**. Subject to applicable Federal laws, the following items are prohibited if visible from the street or from another Lot or Dwelling: exterior or roof-mounted antenna, microwave dish, satellite dish, receiving or transmitting tower, and other equipment for sending or receiving audio or video messages.

8.12 **SCREENING**. The Owner of a Lot must screen the following items from the view of the public and neighboring Lots and Dwellings, if any of these items exists on the Lot. An item within a fenced yard may not exceed the height of the fence.

(a) Clotheslines, drying racks, and hanging clothes, linens, rugs, or textiles of any kind.
(b) Yard maintenance equipment.
(c) Wood piles and compost piles.
(d) Accessory structures, such as dog houses, gazebos, metal storage sheds, and greenhouses.
(e) Garbage cans and refuse containers.

8.13 **TEMPORARY STRUCTURES**. Improvements or structures of a temporary or mobile nature, such as sheds and mobile homes, may not be placed on a Lot if visible from a street or another Lot. However, the Owner or Owner's contractor may authorize to maintain a temporary structure (such as a portable toilet or construction trailer) on the Lot during construction of the Dwelling.

8.14 **NOISE & ODOR**. A Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Residents of neighboring Lots. The Rules may prohibit the use of noise producing security devices and wind chimes.

8.15 **FIRES**. Exterior fires are permitted in firepits, portable grills and smokers, and burning of leaves in backyard. There shall be no burning of any type in the front yard, no burning of trees or tree limbs, no bonfires, or any other exterior fires on the Property. Each Lot owner is responsible for any exterior fire on their Lot and shall take extra care in containing the fire in a safe manner.

8.16 **VEHICLES**. All vehicles on the Property, whether owned or operated by the Residents or their families and guests, are subject to this section and Rules. No truck larger than one (1) ton, any vehicle with advertising signage, mobile home, motor home, camper, bus, trailer, boat, aircraft, inoperable vehicle, or any other similar vehicle or any vehicular equipment, mobile or otherwise, which the Declarant deems to be a nuisance, unsightly, or inappropriate may be kept, parked, or stored anywhere on the Property. The foregoing restriction does not apply to vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a Dwelling. Vehicles that transport flammatory or

explosive cargo are prohibited from the Property at all times. The Declarant may affect the removal of any vehicle in violation of this section or the Rules without liability to the Owner or operator of the vehicle.

8.17 **DRAINAGE**. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Declarant.

8.18 **TRASH RECEPTACLES.** All exterior trash receptacles shall be located or screened so as to be concealed from view of neighboring Lots, streets and property. Any screening material that can be viewed by the public must be of the same materials used in construction of the residence. All rubbish, trash and garbage shall be stored in appropriate containers and shall regularly be removed from the Lot and shall not be allowed to accumulate. Appropriate garbage and trash cans may be placed at the curbside or other designated pickup location not more than twenty-four (24) hours prior to the pickup and must be removed within twelve (12) hours after pickup.

ARTICLE 9

AMENDMENTS

9.1 **AGENCY COMPLIANCE**. As long as Declarant owns any Lot on the Property, Declarant may amend this Declaration without the consent of any other Lot Owner in order to comply with the requirements and provisions of the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Authority (FHA), or the Veterans Administration (VA).

9.2 **CORRECTIONS/DEVIATIONS**. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein. The Declarant, in his sole discretion, may grant approval for deviations from the restrictions provided herein, so long as such deviations are generally consistent and harmonious with the remainder of the surrounding community and do not adversely affect the value of another lot.

9.3 **AMENDMENTS**. Any other amendments to the restrictions shall require majority approval of the Owners.

ARTICLE 10

RECONSTRUCTION CONDEMNATION & TERMINATION

10.1 **RESTORATION AFTER DAMAGE**.

10.1.1 **By Owner**. Each Owner is responsible for the repair or reconstruction of his Dwelling and Lot. An Owner will begin repair and restoration of his Dwelling within sixty (60) days after the date of damage.

10.1.2 **By Declarant.** If an Owner fails or refuses to rebuild or restore the improvements on his Lot, the Declarant may take any steps it considers reasonable and necessary to reduce the adverse effects of the damage on the Property, and may charge the Owner and his Lot with the cost thereof after giving the Owner reasonable notice of the Declarant's intent to do so.

10.2 **CONDEMNATION**. If any part of the Property is condemned, the Declarant may execute an amendment of this Declaration to describe the altered parameters of the Property.

10.3 **TERMINATION**. Termination of the terms of this Declaration are according to the following provisions:

10.3.1 ***Substantial Taking***. In the event of substantially total damage, destruction, or condemnation of the Property, an amendment to terminate must be approved by Owners of at least sixty-seven (67%) of the Lots.

10.3.2 **Total Taking**. In the event of condemnation of the entire Property, an amendment to terminate may be executed by the Declarant without a vote of Owners.

10.3.3 **Other Circumstances**. In all other circumstances, an amendment to terminate must be approved by Owners of at least eighty percent (80%) of the Lots and by certain Mortgagees pursuant to the Mortgagee Protection article of this Declaration.

ARTICLE 11

GENERAL PROVISIONS

11.1 **FAIR HOUSING COMPLIANCE**. The Declarant affirmatively desires and intends to comply with the spirit and letter of fair housing laws and ordinances. The provisions of this Declaration and the Rules may not be used to discriminate against any class of people protected by fair housing laws and ordinances.

11.2 **NOTICE**. All demands or other notices required to be sent to an Owner or Resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address at the time of mailing. If an Owner fails to give Declarant an address for mailing notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

11.3 **SEVERABILITY**. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

11.4 ***CAPTIONS***. *The captions of articles and sections are inserted only for convenience and* are in no way to be construed as defining or modifying the text to which they refer.

11.5 **INTERPRETATION**. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

11.6 **DURATION**. The provisions of this Declaration run with and bind the Property, and will remain in effect for a period of thirty (30) years from the date recorded with the County Clerk of Smith County, Texas, after which time such Declaration shall automatically renew for successive periods of ten (10) years unless an instrument signed by the majority of Owners of the Lots has been recorded authorizing such amendment or termination as provided therein.

ARTICLE 12

DISPUTE RESOLUTION

12.1 ***COOPERATION***. *(If only this Declaration could guarantee that neighbors would work* together on matters affecting their adjoining properties.) Each Owner and Resident must endeavor to exercise his rights under this Declaration in a manner calculated to respect the rights, privacy, and privileges of Owners and Residents of adjoining Lots. Each Owner will make a diligent effort to be cooperative, *responsive, and civil in communications pertaining to the purposes of this Declaration.* No provision of this Declaration may be interpreted as authority for one Owner to harass, inconvenience, tyrannize, or otherwise impose himself on another Owner or the Owner's Lot. If a dispute arises between Owners on a matter pertaining to the Property or this Declaration, the Owners will employ the dispute resolution procedures of this Article.

12.2 **INTRODUCTION & DEFINITIONS**. The Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all Claims (as hereafter defined). As used in this Article 12 only, the following words, when capitalized, have the following specified meanings:

12.2.1 "Claim" *means any claim, grievance, or dispute between Parties involving the* Property, except Exempt Claims (as defined below), and including without limitation:

(a) Claims arising out of or relating to the interpretation, application, or enforcement of the Documents.

(b) Claims relating to the rights and/or duties of Declarant as Declarant under the Documents.

(c) Claims relating to the design, construction, or maintenance of the property.

12.2.2 "Claimant" means any Party having a Claim against any other Party.

12.2.3 "Exempt Claims" means the following claims or actions, which are exempt from this Article:

(a) An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce *the provisions of this Declaration.*

(b) Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.

(c) A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

12.2.4 "Respondent" means the Party against whom the Claimant has a Claim.

12.3 **MANDATORY PROCEDURES**. Claimant may not file suit in a court or initiate a proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

12.4 **NOTICE**. Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Governing Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section.

12.5 **NEGOTIATION**. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within thirty (30) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

12.6 **MEDIATION**. If the parties negotiate but do not resolve the Claim through negotiation within sixty (60) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

12.7 **TERMINATION OF MEDIATION**. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

12.8 **ALLOCATION OF COSTS**. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

12.9 **ENFORCEMENT OF RESOLUTION**. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement including, without limitation, attorney's fees and court costs.

12.10 **GENERAL PROVISIONS**. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim, a Party having an Exempt Claim may submit it to the procedures of this Article.

EXECUTED by the Declarant to be effective as of June 23, 2025.

DECLARANT:

MEHU HOLDINGS, LLC,
a Texas limited liability company

By: _____
William Hunt, III, Manager

By: _____
Jesse Memmel, Manager

STATE OF TEXAS §

COUNTY OF SMITH §

The foregoing instrument was acknowledged before me on the 23 day of June, 2025, by William Hunt, III, Manager of MEHU HOLDINGS, LLC, a Texas limited liability company, on behalf of said corporation and in the capacity therein stated.

LYNDSI BIBLE BROCK
Notary Public, State of Texas
Comm. Expires 01-13-2026
Notary ID 133532373

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF SMITH §

The foregoing instrument was acknowledged before me on the 23 day of June, 2025, by Jesse Memmel, Manager of MEHU HOLDINGS, LLC, a Texas limited liability company, on behalf of said corporation and in the capacity therein stated.

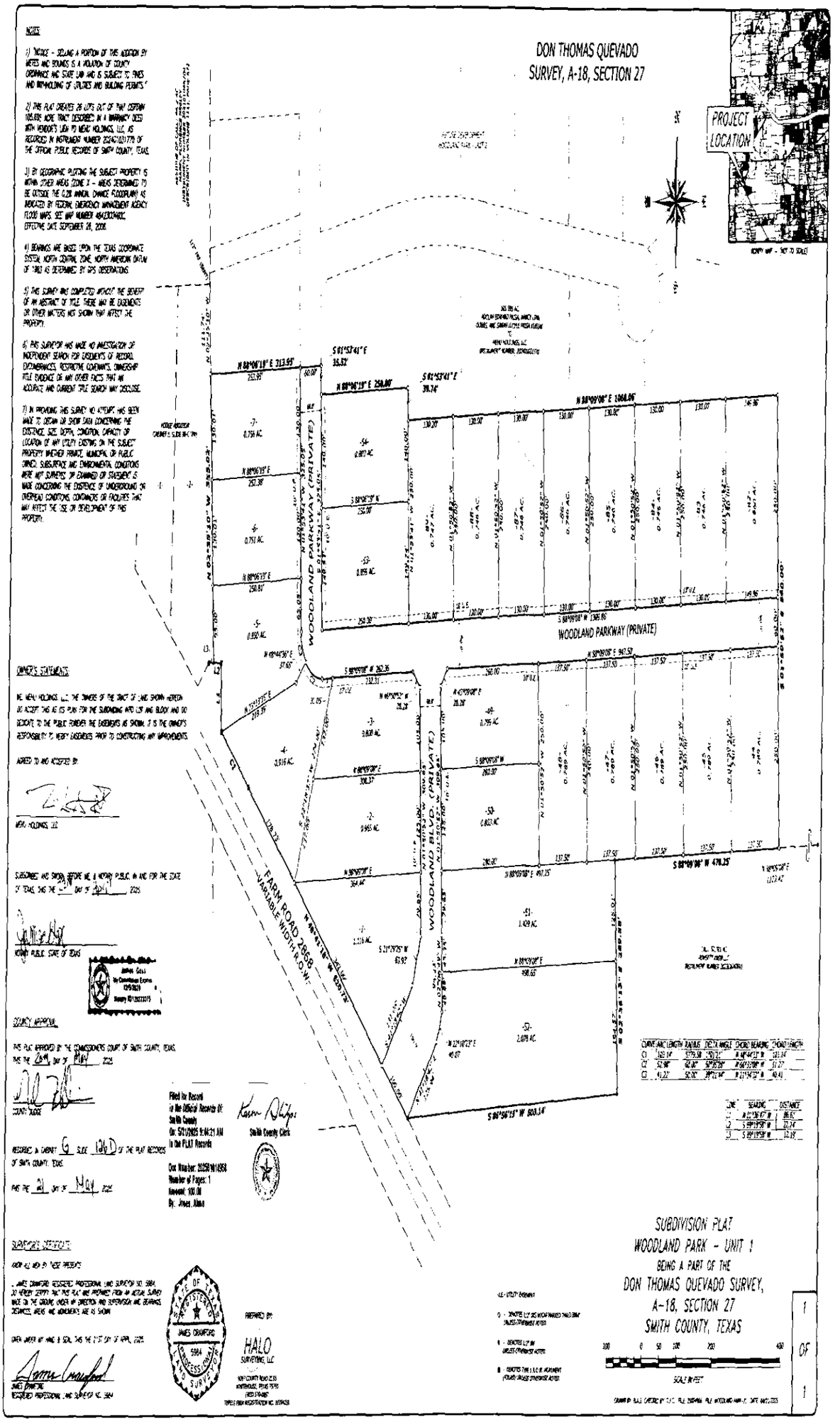
LYNDSI BIBLE BROCK
Notary Public, State of Texas
Comm. Expires 01-13-2026
Notary ID 133532373

_____
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

MEHU HOLDINGS, LLC
P.O. Box 326
Flint, Texas 75762

EXHIBIT "A"


DON THOMAS QUEVADO
SURVEY, A-18, SECTION 27
PROJECT LOCATION
WOODLAND PARKWAY (PRIVATE)
FARM ROAD 2868
VARIABLE WIDTH R.O.W.
SUBDIVISION PLAT
WOODLAND PARK - UNIT 1
BEING A PART OF THE
DON THOMAS QUEVADO SURVEY,
A-18, SECTION 27
SMITH COUNTY, TEXAS
OWNER'S STATEMENT
SURVEYOR'S STATEMENT
COUNTY APPROVAL
PREPARED BY:
HALO SURVEYING, LLC

VG-151-2025-202501018636

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202501018636

Real Property Recordings
RESTRICTION

Recorded On: June 25, 2025 11:05 AM

Number of Pages: 15

Billable Pages: 14

" Examined and Charged as Follows: "

Total Recording: $77.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	202501018636
Receipt Number:	20250625000052
Recorded Date/Time:	June 25, 2025 11:05 AM
User:	Brenda C

STATE OF TEXAS
Smith County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX

Karen Phillips