

U Title No. 2411096 ET

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WOODLAND PARK

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WOODLAND PARK (the "Declaration"), is made effective as of the 13th day of February, 2025, by DYMPLÉ INVESTMENTS, LIMITED LIABILITY COMPANY, a Texas limited liability company, (hereinafter sometimes referred to as "Declarant");

WHEREAS the Declarant is owner of that certain tract or parcel of real property lying and being situated in the Brazos County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS the Declarant desires to convey the Property (as defined below) subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

WHEREAS the Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (i) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens, and charges, which are for the purpose of preserving the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and (ii) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract, or deed.

ARTICLE 1  
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings hereinafter specified:

- 1.01 Access Improvements. "Access Improvements" shall mean any private or common driveways, roadways, access ways, streets, curb cuts, sidewalks, entrances, exits and other access improvements located on the Property from time to time and/or that provide vehicular and pedestrian ingress and egress to and from public roads to the Property and a Lot, including, without limitation, the portions of Dymple Lane and Woodland Park Drive located on and within the Property and all other portions of the Property designated as private access easements on any Plat.
- 1.02 Accessory Building. "Accessory Building" shall mean a structure other than the main dwelling and includes detached garages, storage buildings, greenhouses, gazebos, tool sheds and pool houses.

- 1.03 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of improvements on the Property. The committee's goal is to ensure that all homes contribute positively to the community and are in keeping with the established architectural standards as described herein. Applicants are encouraged to submit detailed plans and renderings to facilitate thorough review.
- 1.04 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations, if any, adopted by the Architectural Committee, as the same may be amended from time to time.
- 1.05 Assessment. "Assessment" or "Assessments" shall mean any amount due to the Foundation by an Owner or levied against an Owner by the Foundation under Article 7 in this Declaration.
- 1.06 Board. "Board" shall mean the Board of Directors of the Foundation.
- 1.07 Bylaws. "Bylaws" shall mean the duly adopted Bylaws of the Foundation, as the same may be amended from time to time. The current Bylaws are attached hereto as Exhibit "B".
- 1.08 Certificate. "Certificate" shall mean the Certificate of Formation of the Foundation that may be filed in the office of the Secretary of State of the State of Texas, if the Foundation is formed, and as amended from time to time.
- 1.09 Common Areas. "Common Areas" shall mean any land conveyed, leased, dedicated or assigned by Declarant, or a third party with the Foundation's consent, to the Foundation for maintenance and operation, including, but not limited to, the Access Improvements, Detention Area easements, rights-of-ways, median strips, ditches in or adjacent to the rights of way, drainage areas, Subdivision monument sign and landscaping areas around such sign, paths, ponds, and mailbox kiosks within the Property.
- 1.10 Declarant. "Declarant" shall mean DYMPLE INVESTMENTS, LIMITED LIABILITY COMPANY, its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of DYMPLE INVESTMENTS, LIMITED LIABILITY COMPANY, as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignments of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
- 1.11 Detention Area. "Detention Area" shall mean the 1.65 acre area called Common Area and P.U.E. described on the Plat of the Property.
- 1.12 Development Period. "Development Period" shall mean a period during which Declarant reserves the right to facilitate the development, construction and marketing of the WOODLAND PARK subdivision and reserves the right to direct the size, shape and composition of the WOODLAND PARK subdivision as provided herein. The Development Period commences on the date of the recording of the Declaration in the Official Records of Brazos County, Texas, and shall terminate on the earlier of: (i) the date on which all of the Lots have been conveyed by Declarant and all Lots have been improved with a Dwelling; or (ii) such earlier date as may be established by the Declarant in written instrument recorded in the Official Records of Brazos County, Texas.
- 1.13 Declaration. "Declaration" shall mean this instrument as it may be amended and

supplemented from time to time.

- 1.14 Dwelling. "Dwelling" shall mean a single-family residential housing unit designed for use exclusively as living quarters for one Family. All Dwellings must meet the minimum architectural requirements as set forth herein and must be approved in writing by the Architectural Committee prior to construction.
- 1.15 Family. "Family" shall mean the Owner or Owners of record of a Lot and persons related to such Owner or Owners of record within the second degree of relationship, plus no more than one other person.
- 1.16 Fine. "Fine" shall mean the amount the Foundation may levy and collect for violations of this Declaration.
- 1.17 Foundation. "Foundation" shall mean the Woodland Park Community Foundation, a Texas non-profit corporation, formed or to be formed by Declarant, and its successors and assigns, which shall have the authorities and responsibilities described in this Declaration.
- 1.18 Governing Documents. "Governing Documents" shall mean this Declaration and the Certificate and Bylaws, rules of the Foundation, if any, and standards of the Architectural Committee, if any, as amended.
- 1.19 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, pole signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennae, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.20 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land zoned for single-family residential land use within the Property shown as a subdivided lot on a recorded plat of the Property, together with all Improvements located thereon.
- 1.21 Member. "Member" or "Members" shall mean any person(s), entity, or entities holding membership rights to the Foundation.
- 1.22 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.
- 1.23 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.
- 1.24 Owner. "Owner" or "Owners" shall mean a person or persons, entity or entities, including Declarant, holding a fee simple interest in any Lot on the Property, but shall not include a Mortgagee.
- 1.25 Person. "Person" or "Persons" shall mean an individual or individuals, entity or entities having the legal right to hold title to real property.

- 1.26 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, irrigation plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.
- 1.27 Plat. "Plat" shall mean the plats of all or portions of the Property recorded and to be recorded in the Official Records of Brazos County, Texas.
- 1.28 Private Drainage Easements. "Private Drainage Easements" shall mean the easements marked "Pr.D.E." on the Plat.
- 1.29 Property. "Property" shall mean the real property in Brazos County, Texas described in Exhibit "A", which is attached hereto and incorporated by reference into this Declaration.
- 1.30 Resident. "Resident" shall mean and refer to: (a) each Owner of the fee simple title to any Lot within the Property; and (b) each individual domiciled in a dwelling unit on a Lot in accordance with the law and as permitted by this Declaration, other than Owner.
- 1.31 Rules. "Rules" shall mean any rules and regulations adopted by the Board of the Foundation as the same may be amended from time to time.
- 1.32 Subdivision. "Subdivision" shall mean the WOODLAND PARK subdivision developed on the Property pursuant to the Plat(s).

**ARTICLE 2  
DEVELOPMENT OF THE PROPERTY**

- 2.01 Development or Sale by Declarant. Declarant may divide or subdivide the Property into several areas, develop some of the Property, and, at Declarant's option, sell any portion of the Property free of the restrictions set forth in this Declaration.
- 2.02 Addition of Land. Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as they are with respect to the lands originally covered by the Declaration. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County, Texas, a Notice of Addition of Land containing the following provisions:
  - (1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records of Brazos County wherein this Declaration is recorded;
  - (2) A statement that the provisions of this Declaration shall apply to the added land; and

- (3) A legal description of the added land.
- 2.03 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas from the Property, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Property hereunder, Declarant shall be required only to record in the Official Records of Brazos County; Texas, a Notice of Withdrawal of Land containing the following provisions:
  - (1) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of Brazos County wherein this Declaration is recorded;
  - (2) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
  - (3) A legal description of the withdrawn land.

**ARTICLE 3  
GENERAL RESTRICTIONS ON LOTS**

All of the Lots shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

- 3.01 Construction of Improvements. No Improvements shall hereafter be constructed upon any Lot without the prior approval of the Architectural Committee as required by Article 6 of this Declaration.
- 3.02 Antennas. No external antennas of any kind shall be permitted on any Lot within the Subdivision without prior written approval of the Architectural Committee as to antenna size, height, placement and visibility. No satellite antenna nor any antenna dish may be parked, erected or installed either permanently or temporarily, on any Lot, except in backyard areas where it is substantially concealed from public view.
- 3.03 Insurance Rates. Nothing shall be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.
- 3.04 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.
- 3.05 Signs. No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except for (a) signs that are part of Declarant's overall marketing or construction plans or activities for the Property, (b) one (1) sign no more than five (5) square feet advertising any property within the Subdivision for sale or rent, and (c) signs advertising a candidate or measure for an election, so long as (i) the signs

are ground-mounted and no more than four (4) feet by six (6) feet, (ii) the signs are displayed no earlier than ninety (90) days before the date of the election to which the signs relate and no later than nine (9) days after that election date, and (iii) no more than one (1) sign is displayed for each candidate or measure. All merchandising, advertising, and sales programming is subject to the approval of the Architectural Committee.

3.06 Display of Flags.

A. Architectural Committee Approval Not Required. Advance written approval from the Architectural Committee is not required for displaying the following flags (each a "Permitted Flag" and collectively "Permitted Flags"), provided the terms herein are satisfied: (1) the flag of the United States of America; (2) the flag of the State of Texas; (3) an official or replica flag of any branch of the United States armed forces; and (4) flags for schools, sports teams, or family monograms.

B. Architectural Committee Approval Required. Advance written approval from the COMMITTEE is required for the following: (1) the display of flags, pennants, banners, kits, or similar types of displays other than Permitted Flags, if the display is visible from a street or Common Areas; (2) the installation of any freestanding flagpole; and (3) the installation of any illumination associated with the display of any flag, including Permitted Flags. Approval under this Section will not be unreasonably withheld, conditioned, or delayed as long as display or installation complies with the terms provided herein.

C. Guidelines for Displaying Flags.

- (i) Generally. Flags must be displayed from a flagpole. Flags may not be draped over or directly attached to any Improvement. For example, a Permitted Flag may not be laid across a fence, stapled to a garage door, or attached to any tree or other vegetation. Only one flag may be displayed on a flagpole attached to an Improvement. Up to two (2) flags may be displayed on an approved freestanding flagpole that is at least fourteen feet (14') tall. The display of any flag must comply with applicable zoning ordinances, easements, and setbacks of record. Any flag flown or displayed on a freestanding flagpole may be no smaller than three feet (3') by five feet (5') in size, and no larger than four feet (4') by six feet (6') in size. Any flag flown or displayed on a flagpole attached to an Improvement may be no larger than three feet (3') by five feet (5') in size. A displayed flag must be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed.
- (ii) United States Flag. The flag of the United States must be displayed from a flagpole in accordance with 4 U.S.C. sections 5 to 10.
- (iii) Texas Flag. The flag of the State of Texas must be displayed from a flagpole in accordance with Texas Government Code chapter 3100.
- (iv) Illumination of Flags. The illumination of a flag is allowed as long as it does not create a disturbance to other Owners in the Subdivision. Solar-powered, pole-mounted light fixtures are preferred as opposed to

ground-mounted light fixtures. Compliance with all municipal requirements for electrical ground-mounted installations, if applicable, must be certified by the Owner. Flag illumination may not shine into another residence. Neighbor complaints about flag illumination are a basis to prohibit further illumination until the Owner resolves the complaint.

D. Guidelines for Flagpoles.

- (i) Use. Flagpoles are allowed solely for the purpose of displaying flags. If a flagpole is no longer used on a daily basis, it must be removed.
- (ii) Number. Only one flagpole is allowed per Lot.
- (iii) Location. The location of flagpoles must comply with applicable zoning ordinances, easements, and setbacks of record. Any freestanding flagpole must be located in an area that is set back from all property boundaries a distance at least equal to the height of the flagpole. Flagpoles may not be installed in Common Areas or property maintained by the Foundation.
- (iv) Installation. A flagpole can either be securely attached to the face of an Improvement or be a freestanding flagpole. A flagpole attached to an Improvement may not exceed six feet (6') in length and must be securely attached with a bracket with an angle of thirty degrees (30°) to forty-five degrees (45°) down from vertical. The flagpole must be attached in a way that does not damage the Improvement. A freestanding flagpole may not extend higher than or beyond the roofline of the adjacent Improvements or twenty feet (20') in height (inclusive of any ornamental caps), whichever is less. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "quiet halyard" flag snaps installed. Neighbor complaints about noisy halyards are a basis to have a flag removed until the Owner resolves the complaint.
- (v) Construction. All flagpoles must be constructed of permanent, long-lasting materials. The materials used for the flagpole must be harmonious with the Improvement and have a finish appropriate to the materials used in the construction of the flagpole.
- (vi) Maintenance. Flagpoles must be maintained in good condition at all times. Any flagpole that is structurally unsafe or deteriorated must be repaired, replaced, or removed.

3.07 Rubbish and Debris. No rubbish or debris of any kind shall be allowed or permitted to accumulate upon a Lot and no odors shall be permitted to arise therefrom so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from

view so that they are not visible from any street, Common Area, or Lot. Trash containers must be promptly returned to their enclosed structures or screening following trash pick up and in no event shall a trash container remain visible from any street, Common Area, or other Lot overnight. If rubbish or debris accumulates upon any Lot in violation of this provision in the judgment of the Foundation, the Foundation may remove the rubbish or debris, and charge an Individual Assessment to the Owner of the Lot for the costs of removal.

- 3.08 Noise. No noise or other nuisance shall be permitted to exist or operate upon a Lot so as to be offensive or detrimental to any other Lot or to its occupants.
- 3.09 Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property, except for reasonable security or landscape lighting that has the approval of the Architectural Committee.
- 3.10 Nuisance and Lateral Support. No noxious or offensive activity or work shall be conducted upon any Lot so as to impair the structural soundness or integrity of any Improvement on any other Lot, or which may be or may become an annoyance or nuisance to the neighborhood.
- 3.10 Repair of Improvements. All Improvements upon a Lot, shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner or Owners thereof.
- 3.11 Alteration or Removal of Improvements. Exclusive of normal maintenance, any construction or removal in connection with any Improvement on a Lot, which in any way alters the exterior appearance of said Improvement, shall be performed only with the prior written approval of the Architectural Committee.
- 3.12 Roofing Materials. The surface of all roofs of principal and secondary structures on a Lot shall be metal, shingle, wood shakes, or dimension architectural quality composition shingle. "Three tab" composition shingles shall not be allowed. The Architectural Committee shall have authority to approve other roof treatments and materials when in its determination such treatment and materials in the form utilized will not be a detriment to the quality of the neighborhood. The roof on an Improvement will be replaced using the same material and color unless otherwise approved by the Architectural Committee.

Nothing in this Section 3.12 shall prohibit shingles that are designed primarily to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by composite shingles or provide solar generation capabilities; provided, such shingles shall resemble shingles authorized for use in the Subdivision, shall be more durable and of equal or superior quality to shingles authorized for use in the Subdivision, and shall match the aesthetics of those Lots surrounding the Lot.

- 3.13 Solar Equipment. Solar energy devices, including any related equipment or system components (collectively, "Solar Panels"), may be installed only after receiving written approval from the Architectural Committee. Approval will not be unreasonably withheld, conditioned, or delayed as long as the installation complies with the following:

(1) Solar Panels may not be installed on or within Common Areas or any area maintained by the Foundation.

(2) Solar Panels may be installed only on designated locations on the roof of a residential dwelling, on any other Improvement permitted under this Declaration, or within any fenced rear-yard or fenced-in patio of an Owner's Lot.

(3) If located on the roof of a residential dwelling, Solar Panels must be located on the roof facing away from the nearest road or street, unless the Owner demonstrates that the location decreases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the Natural Renewable Energy Laboratory (or its successor), by more than ten percent (10%) above the energy production of the Solar Panels.

(4) If located on the roof of a residential dwelling, Solar Panels must meet the following requirements:

- (a) they must not extend higher than or beyond the roofline;
- (b) they must conform to the slope of the roof;
- (c) they must have a top edge that is parallel to the roofline; and
- (d) they must have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and that blends with the color of the roof to the greatest extent possible.

(5) If located in the fenced rear-yard or fenced-in patio, Solar Panels must not be taller than the fence line.

(6) The Architectural Committee may deny a request for the installation of Solar Panels if it is determined in writing that the placement of the Solar Panels as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Committee will approve a request for the installation of Solar Panels if the Owner obtains the written approval of the proposed placement of the Solar Panels by all Owners of adjoining Lots, provided that (a) the installation meets all other requirements contained in these Guidelines and (b) the Architectural Committee determines that the placement of the Solar Panels as proposed by the Owner does not constitute a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

(7) Owner and Owner's contractors must be aware that improper installation or maintenance of Solar Panels may affect or invalidate builder or product warranties. Any installation or improper maintenance of Solar Panels that voids builder warranties is not permitted and will be cause for the Foundation or Architectural Committee to require for the Solar Panels to be removed by the Owner.

(8) Solar Panels must be properly maintained at all times or removed by the Owner.

(9) Solar Panels that become nonfunctioning or inoperable must be removed by

the Owner.

(10) Solar Panels are prohibited if a court of competent jurisdiction determines that their installation violates any laws or threatens public health or safety.

- 3.14 **Driveway.** The Architectural Committee may impose limitations on driveway design, including materials, aprons, culverts, location and point of contact with dedicated roads, streets or private driveways within the Property. All driveways shall be constructed of concrete and be built in accordance with the driveway and culvert crossing detail to be provided by the Architectural Committee prior to construction.
- 3.15 **Tanks.** The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure, including tanks for storage of water, oil or LPG and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be buried so as not to be visible from any other portion of the Property.
- 3.16 **Underground Utility Lines.** No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on Improvements as approved in writing by the Architectural Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including but not limited to location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee.
- 3.17 **Drainage.** There shall be no interference with the established drainage patterns over a Lot, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.
- 3.18 **Hazardous Activities.** No activities shall be conducted on a Lot and no Improvements shall be constructed on a Lot that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, and no open fires shall be lighted or permitted on a Lot except in contained barbeque units while attended and in use for cooking purposes, or within safe and well-designed (i) interior fireplaces, (ii) exterior fireplaces, or (iii) outdoor chimneys (or chimineas).
- 3.19 **Mining and Drilling.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No well, pump, shaft, casing or other facilities for the removal of subsurface water shall be placed or maintained on any Lot, and no boring, drilling, removal or exploration for subsurface water or the injection of water or wastewater shall be conducted on any Lot.

Machinery and Equipment. Without the approval of the Foundation or Declarant, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot or Common Area except such machinery or equipment as is usual and customary in Brazos County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures or recreational facilities maintained by the Foundation; provided, however, such machinery or equipment may be placed, operated or maintained by any governmental or quasi-governmental agency, or by any public utility, in the performance of its legitimate functions. All heating and air conditioning equipment locations must be approved by the Architectural Committee.

- 3.20 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon a Lot without the prior written approval of the Architectural Committee; provided, however, that the Declarant may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen on a Lot during any period of actual construction, which authorization, if given, shall include the nature, size, duration and location of such structure or structures.
- 3.21 Unightly Articles: Vehicles. No trailer, recreational vehicle, tent, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard, in front of the building line of the permanent structure, and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.
- 3.22 Mobile Homes, Travel Trailers, Recreational Vehicles. No mobile homes shall be parked or placed at any time on any Lot. No travel trailers or recreational vehicles may be kept on any Lot unless enclosed in a garage or parked so as not to be visible from adjoining property or public or private thoroughfares; provided, however, if a travel trailer or recreational vehicle is not enclosed in a garage, the Architectural Committee must approve the location and design of its storage site. These restrictions regarding travel trailers and recreational vehicles shall not apply to guests staying at any Lot for less than forty-eight (48) hours.
- 3.23 Fences.
- (A) No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main dwelling unless approved by the Architectural Committee, which approval may be granted or denied in its sole and absolute discretion.
  - (B) No chain-link or barbed-wire fences may be built or maintained on any Lot.
  - (C) Unless otherwise approved by the Architectural Committee or as provided below, any fence built or maintained on any Lot shall be a wood corral fence.
  - (D) Declarant, in its sole and absolute discretion, may erect fencing on the boundary between any Lot and a Common Area, and the Owner of the Lot shall be responsible for maintenance and repair of the fence once erected using the same materials and workmanship used in the original installation.
- 3.24 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry (except as provided 11

herein), wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, cared for, or maintained on any Lot. No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets shall be allowed on the Property other than on the Lot of its Owner, except when confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operations shall be allowed. No domestic household pet shall be allowed to run at large and all such pets shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with Plans and Specifications approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. No Owner may keep more than 4 cats and dogs, in the aggregate, nor more than two of which may be dogs. An Owner may keep chickens for personal use, but shall not keep more than fifteen chickens. All domestic household pets shall be kept in strict accordance with all local laws and ordinances. An Owner may request the Board grant a variance from the prohibitions of this section for 4H specific projects.

3.25 Maintenance of Lawns and Plantings. Each Resident shall keep all shrubs, trees, grass and plantings of every kind on such Resident's Lot cultivated, pruned, and free of trash and other unsightly material. Trees, shrubs, vines and plants that die shall be promptly removed. Declarant, the Foundation and the Architectural Committee shall have the right at any reasonable time after giving not less than ten days' notice to Owner to cure any violation of this provision, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon, and to charge the cost thereof to the Owner of the Lot as provided in Section 7.06(0) below.

3.26 Landscape Design; Landscaping Structures. All landscaping shall be designed in a manner acceptable to the Architectural Committee and so as to protect and promote, as far as practicable, the natural local landscape environment through use of native materials, natural drainage, indigenous plant selection, non-native plant selections that perform well in this region, and site design. All landscaping designs shall install the following within thirty (30) days of occupancy of any newly constructed residence on a Lot: (a) live, growing sod covering the front and side yards; (b) landscaping beds screening the foundation of the residence across the front of the residence; and (c) at least two trees in the front yard that are not pine trees. Resident shall maintain such sod in a healthy and growing condition. No unenclosed landscaping structure, such as a pergola or trellis, may be constructed within the setback lines on the Lot or within any easements on the Lot.

3.27 Construction and Sales Activities.

(A) Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property, or the sale of any Lot thereafter. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. No building material of any kind shall

be placed or stored upon any Lot until the Owner thereof is ready to commence the improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or on any other part of the Property. In the event of any dispute regarding such matters, the Architectural Committee may grant a temporary waiver of the applicable provision, for a period of time to be determined by the Architectural Committee in its sole and absolute discretion. At such time as the Declarant ceases using any Lot as a model home or sales office, the Lot shall be altered and/or remodeled, if necessary or desirable, to comply with the covenants and restrictions contained herein.

(B) Site clearing or construction on any Lot within the Subdivision is not permitted without first obtaining Architectural Committee approval. Site clearing material must be transported in a covered truck. No burning of brush, trees, or trash is allowed in the Subdivision. Trash fires are not allowed in the Subdivision.

(C) Each construction site on a Lot must have a suitable trash receptacle. Building sites must be cleared of litter each day and stored in the trash receptacle for removal when full. Trash receptacles must remain covered at all times in order to prevent the trash from scattering in case of wind. The dumping of construction trash is not permitted within the Subdivision.

(D) Each construction site on a Lot must be furnished with at least one (1) portable toilet prior to any on-site construction. These toilets will be placed in an inconspicuous location, with the door facing away from any view from the adjacent street or residence. Clean and sanitary conditions are required for all toilets.

- 3.28 Mailboxes. No Lot shall have an individual mailbox located on the Lot. Declarant will provide cluster mailboxes in lieu of mailboxes on individual Lots.
- 3.29 Garage Conversions. No garage or any portion thereof, may be constructed into enclosed living space unless an alternative garage of at least equal size is constructed and the Architectural Committee first approves the Plans and Specifications for conversion and construction in writing.
- 3.30 Common Areas. The Foundation may establish Rules for the use or prohibitions against use from time to time of the Common Areas.
- 3.31 Pools. Pools may be constructed within the setback lines in the rear of the dwelling and shall not adversely impact sight lines on adjacent Lots.
- 3.32 Rain Barrels. Any rain barrel or rainwater harvesting system on a Lot: (a) may not be located between the front of the residence located on the Lot and the adjacent street; (b) must be of a color consistent with the color scheme of the residence located on the Lot; and (b) may not be located in an area visible from a street or another Lot unless there is not reasonably sufficient area elsewhere on the Lot to install the device or this restriction prohibits the economic installation of the device on the Lot.
- 3.33 On-Street Parking. No Owner or Resident will or will allow any guest or invitee to park a vehicle on the streets of the Subdivision overnight or for a period of more than twelve (12) consecutive hours.

- 3.34 Setback Requirements. No building shall be located or erected nearer to any Lot line than the setback lines shown on the Plat or as follows: (a) ten (10) foot setback from side lot lines; and (b) fifty (50) foot setbacks from front and rear lot lines.
- 3.35 Compliance with Declaration. Each Owner shall comply strictly with the provisions of the Declaration as the same may be amended from time to time. Failure to comply with any provision of the Declaration shall constitute a violation of this Declaration and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Foundation or by any aggravated Owner. Declarant, for itself, its successor or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots controlled by these covenants within the Property. The reservation of this right of enforcement shall not create an obligation of any kind to enforce the same.
- 3.36 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article 3 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance upon one or more such restrictive covenants, terms or provisions shall assume all the risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Declarant harmless therefrom.
- 3.37 Front of Dwelling. No foil, cardboard, plastic or other material not expressly made for or commonly used by the general public for window coverings in a residential subdivision of the same caliber as the Subdivision may be installed in the front windows of the dwelling.

**ARTICLE 4  
RESIDENTIAL RESTRICTIONS ON LOTS**

- 4.01 Residential Use. All Lots shall be improved and used solely for single family residential purposes inclusive of a garage, fencing, and other such improvements as are necessary or customarily incident to residential use. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose, including religious, other than as a private residence. Subject to Section 4.05 below, all Lots shall be used and improved for single-family residential purposes, with no more than one (1) residential dwelling unit per Lot. Anything herein to the contrary notwithstanding, any Lot may be used or improved for a greenbelt, open space and/or drain field purposes. No Improvement may be constructed upon any Lot that would unreasonably obstruct the view from any other Lot, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. The Architectural Committee may consider the effect the Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

- 4.02 Single Family Residential Use. The term "single family residential use" refers not only to the design of the dwelling as described in Section 4.01 above, but also to the permitted number of inhabitants in such dwelling which are limited to a single family. A dwelling may not be occupied by more than one single family. By way of example, an approved single family could consist of: two residents of a dwelling, together with the children of either or both residents, nor more than a total of two parents of the residents, one unrelated person and a household employee.
- 4.03 Short Term Leasing Prohibited. An Owner may lease a dwelling so long as the tenants and their occupants lease the entire Lot with improvements for a period of not less than ninety (90) days and comply with the occupancy restriction in Section 4.02 above. No fraction or portion of any dwelling may be leased or rented. Any lease agreement entered into by an Owner must provide that the lease may be terminated if the occupants violate this Declaration or the Governing Documents. This provision does not prohibit the Foundation or any institutional lender from leasing a dwelling upon taking title to a Lot following foreclosure or its security interest in a Lot or acceptance of a deed in lieu of foreclosure.
- 4.04 Home Offices. Notwithstanding anything contained in Section 4.01 to the contrary, an Owner may maintain a home office on its Lot, provided:
- (A) the existence or operation of the business activity conducted from such office is not apparent or detectable by sight, sound or smell from outside the Lot;
  - (B) the conduct of business from such home office does not involve the regular visitation of the Lot by clients, customers, suppliers and other business invitees;
  - (C) there is no designated parking area on the Lot to accommodate clients; and
  - (D) the Owner complies with all other regulations issued from time to time by the Foundation concerning home offices.
- 4.05 Garages. No Lot shall have Improvements erected which do not provide for a minimum of a two-vehicle garage without Architectural Committee approval. No carports may be maintained on any Lot without Architectural Committee approval. No garage shall face the front lot line of a Lot.
- 4.06 Accessory Buildings. No more than one (1) Accessory Building, which must architecturally compliment the primary dwelling, may not be constructed on a Lot unless otherwise approved in writing by the Architectural Committee. The design, size and location of Accessory Buildings are subject to the prior written approval by the Architectural Committee. An Accessory Building may not exceed the height of the residence on the Lot. Accessory Buildings shall be located behind any residence constructed on a Lot and at least twenty (20) feet from any side Lot line and fifty (50) feet from any rear lot line.
- 4.07 Building Width. The dwelling constructed on a lot shall be a minimum of fifty-five (55) feet in width unless otherwise approved by the Architectural Committee.
- 4.08 Address. Plans and Specifications shall be submitted to the Architectural Committee via email.

- 4.09 Architectural Guidelines. All dwellings within the community shall adhere to one of the following architectural styles: Farmhouse, Traditional, Ranch, French Country, Bungalow, or Craftsman. The design of each home should seek a harmonious, visually appealing aesthetic that enhances the overall built environment and positively integrates with the surrounding context. Architecture should strike a balance between form and function, creating spaces that are not only practical but also aesthetically pleasing. By following these design principles, builders and architects will ensure that their work is thoughtful, sustainable, and innovative, meeting the needs of the residents while respecting the environment and contributing meaningfully to the character of the neighborhood.

All Dwellings shall be of recognized standard construction quality, and all exteriors shall be constructed using the materials as set out below:

Roofing (standing seam or corrugated)

- Metal
- Galvalume
- Galvanized
- Shingle

Primary Cladding

- Natural or painted wood
- Painted "Hardie"
- Stucco
- Brick
- Stone

Accent and Chimney Materials

- Natural or painted wood
- Painted "Hardie"
- Stucco ("smooth finish")
- Brick
- Stone

Paint Colors

- Natural or traditional hues

All Dwellings shall be a minimum of 2,500 square feet of conditioned space. Quality of design and construction—not size—is a driving force behind the architecture.

Dwellings are encouraged to have numerous windows for cross-ventilation with connecting breezeways and courtyards where appropriate. Porches should be central to the design and these may be screened, glazed, or left open. All Accessory Buildings and secondary structures (such as carports and sheds) shall be consistent in form, material and style with the rest of the residential improvements.

**Materials.** Material changes in residential construction must occur within a single architectural element—such as walls, columns, chimneys, or rooflines—rather than spanning multiple elements arbitrarily. These transitions should take place at natural breakpoints, ensuring the

completion of an element and reinforcing the structural logic of the design. To maintain architectural cohesion, materials must complement one another in texture, color, and scale. Abrupt or incompatible shifts, such as transitioning from stone to vinyl siding without a defined separation, are not permitted.

A single primary material should establish the dominant aesthetic of the façade, while secondary materials should be used purposefully for accents or distinct architectural features like entryways, dormers, or decorative panels. Every material change should contribute to a cohesive and intentional architectural expression, avoiding a fragmented or disjointed appearance.

**Cladding.** Half-wall cladding, where a material change occurs midway up an exterior wall without a clear architectural purpose, is discouraged. Material transitions should occur at logical breakpoints, such as foundation lines, water tables, or full-story divisions, to maintain design cohesion. Abrupt shifts, such as brick or stone applied only to the lower portion of a façade without proper termination details, can create a visually disjointed appearance. Instead, materials should be integrated holistically across the façade, ensuring a balanced and intentional aesthetic that enhances the overall architectural character of the home.

**Roof.** The primary roof material must be clearly established, with accent materials allowed but limited to well-defined architectural features, such as porch roofs, bay windows, or small gable elements. These accent materials should complement the overall roof design, maintaining a cohesive appearance rather than appearing arbitrary. Transitions between the primary and accent materials must occur at natural breakpoints and be executed with appropriate flashing and trim details. The use of accent materials should enhance the home's architectural character without overpowering the primary roofing material.

**Windows.** Windows should be proportionate to the overall architectural composition and aligned with the design elements of the façade. Their placement should enhance both the interior experience and the exterior appearance, allowing for ample natural light while maintaining privacy. Window styles should complement the selected architectural style, with traditional window patterns and configurations encouraged, such as double-hung, casement, or transom windows.

Large, uninterrupted expanses of glass are discouraged unless incorporated into modern or minimalist designs. Trim and casing should be consistent with the architectural style and provide a sense of framing and detail. Architectural details such as shutters, grids, or muntins should be used thoughtfully to enhance the character of the façade.

Energy-efficient windows with high-performance glazing are strongly encouraged to promote sustainability and enhance comfort. The use of reflective, tinted, or highly darkened glass is discouraged to maintain an inviting, cohesive neighborhood aesthetic. Window arrangements should ensure visual balance, with no single window or set of windows dominating the façade unless part of a clear architectural feature, such as a prominent bay or bow window.

**Columns.** Columns should harmonize with the overall material palette of the home, creating a seamless integration with the architectural style. For example, if the exterior features brick or stone, using stone or concrete columns will enhance the cohesion of the design. Alternatively, wooden columns are more fitting for cottages or farmhouse-inspired homes, adding warmth

and texture. The finish of the columns—whether painted, natural, or textured—should complement the home’s aesthetic, with classical designs often incorporating detailed capitals, while modern designs favor smooth, minimalist finishes or natural materials.

In terms of rhythm and balance, columns should contribute to the visual flow of both the interior and exterior elevations. When arranged in a row, such as along a porch or portico, they should be evenly spaced and aligned to maintain a consistent, balanced look. In asymmetrical designs, columns can be staggered, but their visual weight should remain proportionate to preserve harmony throughout the design. Additionally, columns should align with key architectural elements such as windows, doors, or beams, ensuring they feel like an intentional part of the structure rather than an afterthought.

The scale of columns should also reflect the size of the home. In larger homes, more substantial, robust columns may be necessary to anchor the space, while in smaller homes, slender, lightweight columns will main

- 4.10 Compliance with Law: Ordinance. All improvements constructed on a Lot will comply with all laws, regulations and ordinances.

#### ARTICLE 5 WOODLAND PARK HOMEOWNERS FOUNDATION

- 5.01 Organization. The Declarant has or will cause the formation and incorporation of the Foundation as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate and Bylaws or in this Declaration. Neither the Certificate nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

- 5.02 Membership. Any Person or entity upon becoming an Owner shall automatically become a Member of the Foundation. Membership shall be appurtenant to and shall run with the property interest, which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with title to the said property interest. There are two classes of Members as follows:

Class A Members: The Owner(s) of each Lot (other than Declarant); and

Class B Members: The Declarant.

- 5.03 Voting Rights. Two (2) classes of Members shall have the following voting rights:

(a) **Class A:** Class A Members are all Lot Owners other than Declarant. Class A Members have one vote per Lot.

(b) **Class B:** Class B Member is Declarant and has ten (10) votes for each Lot owned. The Class B Membership ceases and converts to a Class A upon the earlier of when the Class A Member votes exceed the total number of Class B votes or when Declarant declares the end of the Development Period.

(c) **Reinstatement of Class B Votes.** Notwithstanding the prior provisions of 18

Subsection (b) above, if additional property is made subject to the jurisdiction of the Foundation, or if the Declarant repurchases any Lots, such that the Declarant again owns any Lot, then the provisions regarding Class B votes in this Section 5.03, shall be automatically reinstated ipso facto.

- 5.04 Board of Directors and Officers. The affairs of the Foundation shall be conducted by a Board and such officers as the Board may elect or appoint, in accordance with the Certificate and Bylaws, as the same may be amended from time to time. The Initial Board shall be appointed by the Declarant. The Board appointed by the Declarant shall exist until the expiration of the Development Period, at which time the Members shall elect a Board as provided in the Bylaws. Notwithstanding the foregoing, on or before the 10th anniversary of the date of the Declaration is recorded in the Official Public Records of Brazos County Texas, or sooner, as determined by Declarant, the Board will call a meeting of the Members for the purpose of electing one-third of the Board (the "Initial Woodland Park Member Election Meeting"), which Board member(s) must be elected by the Woodland Park Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Woodland Park Member Election Meeting until the expiration of the Development Period.
- 5.05 Powers and Authority of the Foundation. The Foundation shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of its power as are expressly set forth in this Declaration. Without in any way limiting the generality of the two preceding sentences, the Foundation, and the Board acting on behalf of the Foundation, shall have the following powers at all times:
- (A) Rules. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact such Rules not in conflict with this Declaration and the Certificate as it deems proper to address any and all aspects of its functions. The Foundation shall have the authority to establish committees pertaining only to specific sections of the Subdivision. Any committee, which elects to oversee a particular section, shall have the power to establish section rules, which shall apply only to sections over which the committee has oversight. Any such section rules may be more restrictive than the provisions hereof, but shall not be less restrictive.
  - (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Foundation functions.
  - (C) Records. To keep books and records of the Foundation's affairs.
  - (D) Assessments. To levy Assessments as provided in Article 7 below.
  - (E) Enforcement. To pursue the rights and remedies described in Section 7.06 for a violation of the Governing Documents.
  - (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Foundation.

(G) Delegation to Committees. To set up one or more committees as authorized by the Texas Business Organizations Code (the "Code") as the same is amended from time to time.

(H) Employees. To engage such employees as may be reasonably necessary in the management of the Foundation and the performance of its duties.

(I) Attorney's Fees and Fines. To, in addition to all other remedies available, collect Fines and/or attorney's fees as set by the Board from any Owner that is in violation of the Governing Documents, Rules or any other rules and regulations promulgated by the Board after giving notice and an opportunity to be heard as may be required by Section 209 of the Texas Property Code. Any such Fines or attorney's fees shall be an Assessment.

5.06 Landscape and Maintenance. The Foundation shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entryways, sidewalks, paths, trails, detention ponds, lakes, waterfall pumps, irrigation equipment, water wells, Private Drainage Easements and other Common Areas of the Property, as appropriate.

5.07 Common Areas.

(A) Subject to and in accordance with this Declaration, the Foundation, acting through the Board, shall have the following duties:

(1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any Improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Foundation by Declarant; and to maintain in good repair and condition all lands, Improvements, and other Foundation property owned by or leased to the Foundation, whether by Declarant or by other Persons.

(2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Foundation, to the extent that such taxes and assessments are not levied directly upon individual Members of the Foundation. The Foundation shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(3) To execute mortgages, both construction and permanent, for construction of Improvements on property owned by or leased to the Foundation, and to accept lands in Common Areas, whether or not Improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Foundation. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other Junior lien, as deemed appropriate by borrower, whether Declarant or the Foundation, on the Improvements to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Foundation, as the case may be, but subject to the limitations imposed by this Declaration.

(G) Delegation to Committees. To set up one or more committees as authorized by the Texas Business Organizations Code (the "Code") as the same is amended from time to time.

(H) Employees. To engage such employees as may be reasonably necessary in the management of the Foundation and the performance of its duties.

(I) Attorney's Fees and Fines. To, in addition to all other remedies available, collect Fines and/or attorney's fees as set by the Board from any Owner that is in violation of the Governing Documents, Rules or any other rules and regulations promulgated by the Board after giving notice and an opportunity to be heard as may be required by Section 209 of the Texas Property Code. Any such Fines or attorney's fees shall be an Assessment.

5.06 Landscape and Maintenance. The Foundation shall be authorized to landscape, maintain and repair easements, rights-of-way, common areas, entryways, sidewalks, paths, trails, detention ponds, lakes, waterfall pumps, irrigation equipment, water wells, Private Drainage Easements and other Common Areas of the Property, as appropriate.

5.07 Common Areas.

(A) Subject to and in accordance with this Declaration, the Foundation, acting through the Board, shall have the following duties:

(1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any Improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Foundation by Declarant; and to maintain in good repair and condition all lands, Improvements, and other Foundation property owned by or leased to the Foundation, whether by Declarant or by other Persons.

(2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Foundation, to the extent that such taxes and assessments are not levied directly upon individual Members of the Foundation. The Foundation shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(3) To execute mortgages, both construction and permanent, for construction of Improvements on property owned by or leased to the Foundation, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner deemed appropriate by the borrower, whether Declarant or the Foundation. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other Junior lien, as deemed appropriate by borrower, whether Declarant or the Foundation, on the Improvements to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, assessment of Members, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Foundation, as the case may be, but subject to the limitations imposed by this Declaration.

(B) In addition to, and not in limitation of, the power and authority of the Foundation as set forth in Section 5.04 of this Declaration, the Foundation, acting through the Board, shall have the power and authority:

(1) To grant and convey portions of Foundation property, including fee title, leasehold estates, easements, right-of-way, and/or mortgages, to any person or entity for the purpose of constructing, erecting, operating or maintaining the following:

- (a) Parks, parkways or other recreational facilities or structures;
- (b) Roads, streets, walks, driveways, trails and paths;
- (c) Lines, cables, wires, conduits, pipelines or other means of providing utilities;
- (d) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (e) Any similar public, quasi-public or private Improvements.

Nothing contained in this subparagraph, however, shall be construed to permit use or occupancy of any Common Area or Improvement in a way that would violate applicable use and occupancy restrictions imposed by other provisions of this Declaration, or by any statute, rule, regulation, ordinance or other law of any governmental entity.

(2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Foundation, or within city-owned parks, parkways, entrance ways, or street rights of way which the Foundation desires to maintain or pay for, in the best interest of the Foundation and the aesthetic appearance of the subdivision as a whole.

(3) To pay for any other services necessary or proper in the performance of Foundation functions, and to pay for any other taxes or assessments that the Foundation or the Board is required to secure or to pay for, pursuant to applicable law, the terms of this Declaration, or the Certificate or Bylaws of the Foundation.

(4) To own and operate any and all types of facilities for both active and passive recreation.

(5) To construct new Improvements or additions to Foundation properties, subject to the approval of the Architectural Committee as required in this Declaration.

(6) To enter into contracts with Declarant and other persons, with such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Foundation in connection with the purposes of the Foundation.

(7) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

- 5.08 Liability of Declarant, Board, Architectural Committee and Foundation. Neither the Declarant, Board, Architectural Committee, nor the Foundation shall be personally liable to any Owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Declarant, Board, Architectural Committee, or the Foundation, or any other representatives or employees of same, provided that such Person has, upon the basis of such information as may be possessed by him or her, acted in good faith. Further, the Declarant, Board, and the Architectural Committee shall be indemnified by the Foundation against all expenses and liability, including attorney fees, reasonably incurred by or imposed in connection with any proceeding as a result of the performance of their duties for Woodland Park except where the Declarant, Board, Architectural Committee, or the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. Neither the Foundation nor the Declarant, Board, or the Architectural Committee, shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, occupant or user of any portion of the Property, including without limitation, Owners and their respective families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. The Foundation and the Declarant, Board, and Architectural Committee are not empowered, and have not been created, to act as an entity which enforces or ensures any other individual or entity's compliance with applicable laws or the prevention of criminal, tortious or other like regulated activities. Every Owner, by taking title to any part of the Property, covenants and agrees to hold harmless and to indemnify the Foundation and the Declarant, Board, and Architectural Committee from and against all claims of any kind, whatsoever by any invitee, licensee, Family member, employee, or other representative or agent of that Owner for any loss or damage arising in connection with the use, ownership or occupancy of any portion of the Property. The Foundation, in its sole discretion, shall also have the authority to obtain liability insurance insuring the Board, the Architectural Committee or officers of the Foundation against any claims, losses, liabilities, damages or causes of action arising out of or in conjunction with or resulting from an act or omission in their representative capacity.
- 5.09 Reimbursement of Declarant. Recognizing that the Foundation may have to be subsidized by the Declarant, the Board may execute promissory notes and/or other instruments evidencing any debt the Foundation owes the Declarant for monies expended by the Declarant or loaned to the Foundation by Declarant for and on behalf of the Declarant; provided, however, such promissory notes shall not be secured by a lien on any of the Common Area.

**ARTICLE 6  
ARCHITECTURAL COMMITTEE**

- 6.01 Membership of Architectural Committee. The Architectural Committee shall consist of three (3) members. The initial Architectural Committee members shall include the three (3) individuals appointed by the Declarant. Notwithstanding anything stated to the contrary herein, until the expiration of the Development Period, Declarant shall have the sole and absolute right to appoint and remove Architectural Committee members at any time without cause. Each of said persons shall hold office until such time as he or she has resigned or has been removed or his successor has been appointed, as provided herein.
- 6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the members.

- 6.03 Advisory Members. The members of the Architectural Committee may from time to time designate Advisory Members.
- 6.04 Term. Each member of the Architectural Committee shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed as provided herein.
- 6.05 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes.
- 6.06 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole and absolute discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to, disapprove any Improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.
- 6.07 Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural

Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

- 6.08 No Waiver of Future Approvals. The approval or consent of the Architectural Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.
- 6.10 Work in Progress. The Architectural Committee may at its option inspect all work in progress to ensure compliance with approved Plans and Specifications.
- 6.11 No Liability for Architectural Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Foundation or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its members, as the case may be. Neither the Architectural Committee nor any member thereof shall be liable to any Owner due to the construction of any Improvements within the Property, or the creation thereby of any obstruction of the view from such Owner's Lot or Lots.
- 6.12 Failure to Act. In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within forty five (45) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed.
- 6.13 Variances. Notwithstanding any other provision of this Declaration, in order to prevent undue hardship upon the Owner or Owners of any individual Lot or Lots upon the Property, variance from any restrictions set out in this Declaration may be granted by a unanimous decision of the Architectural Committee in a written instrument to be duly acknowledged, if and when such a variance shall ever be granted.
- 6.14 Governmental Agency Approval. Nothing in this Declaration shall be construed to relieve any Owner from securing such approvals, certificates and/or permits as may be required by law in connection with the construction of any Improvements on any Lot.
- 6.15 Relationship with Foundation. The Architectural Committee has been created pursuant to this Declaration to perform certain functions specified herein relating to the review and approval of Plans and Specifications for Improvements built on a Lot. The Architectural Committee does not exercise the authority of the Board, and shall not do so unless and until (i) the Board shall have duly appointed a majority of Board members to the Architectural Committee, and (ii) the Board shall by unanimous resolution, duly recorded in the records of the Foundation, make the Architectural Committee a committee of the Board in accordance with the Code.

**ARTICLE 7  
FUNDS AND ASSESSMENTS; REMEDIAL RIGHTS**

**7.01 Assessments.**

(A) The Foundation may from time to time levy Assessments against each Lot whether or not improved in order to promote the health, recreation, safety and welfare of the residents in the Subdivision, to fund the operating expenses of the Foundation and to improve and maintain the Common Areas. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant..

(B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due.

(D) Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and assigned to the Foundation. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Foundation to secure the Assessments. The Foundation may enforce payment of such Assessments in accordance with the provisions of this Article.

(E) The lien granted and reserved to the Foundation is subordinate: (i) to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution; and (ii) any lien granted by an Owner against a Lot for purposes of financing the acquisition of or the improvements on such Lot. The foreclosure of a superior lien extinguishes the Foundation's lien as to Assessments due before the foreclosure.

**7.02 Maintenance Fund.** The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Foundation and from which disbursements shall be made in performing the functions of the Foundation under this Declaration. The funds of the Foundation must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

**7.03 Annual Assessments.** Annual Assessments are calculated on a uniform per Lot basis, shall be levied to provide for and assure the availability of the funds necessary to establish a reserve for capital improvements and pay common expenses, which shall include, but not be limited to, the following: (i) expenses incurred for the repair, maintenance, preservation, protection and improvement of the Common Area, including without limitation, storm water drainage, roads, swales, landscaping, entry features, gates, fencing, mowing, irrigation, trail maintenance, signage, fencing, walls, lighting and controlling vegetation growth; (ii) expenses incurred for utility services for the common safety and welfare of the residents of the Subdivision, including without limitation, all subsurface and surface drainage improvements, catch basins, swales and drainage ditches, wells, lighting, electric or gas power for any entry feature; (iii) expenses incurred for any inspection, repair, maintenance or improvement to the Property as provided herein; (iv) expenses incurred in the administration of the business

of the Foundation including without limitation, necessary and appropriate fees for services rendered by engineers, biologists, accountants and attorneys; (v) expenses incurred for the payment of real and personal property taxes and assessments for any Property, including without limitation, the Common Area, owned by the Foundation; (vi) expenses incurred for the maintenance of insurance, including any insurance as set forth in Article 5; and (vii) expenses incurred for doing any other thing necessary or desirable, which in the judgment of the Foundation may be of general benefit to the Owners and the Property, including, without limitation expenses related to agreements with other Foundations or organizations to provide additional services and or amenities to the Owners. Subject to the provisions set forth relating to the rate at which the Annual Assessment imposed herein shall be paid on the Lot, each and every Lot is hereby severally subjected to and impressed with a regular Annual Assessment which shall run with the land, subject to increase and decrease and payable as provided herein.

- 7.04 Distributions. It is understood that the judgment of the Board in the expenditure of the funds of the Foundation shall be final and conclusive so long as said judgment is exercised in good faith.
- 7.05 Amount. Annual Assessments shall be payable in advance on or before January 1 of each year. The Board may fix the Annual Assessment at an amount not in excess of the maximum, and shall fix the amount of the Annual Assessment against each Lot by December 1 preceding the Annual Assessment period. The Annual Assessment period shall begin on January 1 of each year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Foundation in writing from the Owner. Annual Assessments shall be considered delinquent if not received by January 31 of the year for which the Annual Assessment pertains.
- 7.06 Increases. The maximum Annual Assessment for calendar year 2025 shall be in the amount of One Thousand Eight Hundred and no/100 Dollars (\$1,800.00) per Lot. Beginning with the calendar year 2025, the maximum Annual Assessment may be increased once a year by the Board, by an amount not to exceed twenty percent (20%) over the prior year's Annual Assessment. For example, if the maximum Annual Assessment for the prior year was \$500 per Lot but the actual amount of the Annual Assessment assessed was \$300, the maximum Annual Assessment for the following year may be increased by the Foundation to \$600 (\$500 X 20%) even though the maximum Annual Assessment (\$600.00) may not actually be assessed. Unless waived in writing by the Declarant, as applicable, in the event the Foundation becomes indebted to the Declarant in any manner, the Board will be required to increase and assess the Owners the twenty percent (20%) maximum Annual Assessment provided for in this Section each year to provide for the repayment to the Declarant until the Declarant, as applicable, have been paid in full.

The Annual Assessment may be increased above that allowed by this Section, if, and only if, the increase is approved by the affirmative vote of two-thirds (2/3) of the total eligible votes of the Foundation present, in person or by proxy, at a meeting duly called for that purpose. Voting may also be handled by mail ballot as long as the ballots contain the name, property address, and certification by the Secretary of the Foundation, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas.

Upon the increase of the maximum Annual Assessment requiring the vote of the Foundation, pursuant to the provisions of this Section, the Foundation shall cause to be recorded in the Office of the County Clerk of Brazos County, Texas, a sworn affidavit of the President (or any Vice President) and of the Secretary of the Foundation which shall certify, among other items that may be appropriate, the total number of eligible votes as of the date of the voting, the quorum required, the number of votes represented, the number of votes voting "for" and "against" the levy, the amount of the increased Annual Assessment so authorized, and the date by which the increased Annual Assessment must be paid to avoid being delinquent. The increase in the maximum Annual Assessment so approved shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Office of the County Clerk of Brazos County, Texas.

7.07 Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Board may, upon the affirmative vote of two-thirds (2/3) of the total eligible votes of the Foundation present, in person or by proxy, at a meeting duly called for this purpose, levy a Special Assessment (herein so called) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto. Voting may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Foundation, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U. S. First Class Mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas. Upon the levying of any Special Assessment pursuant to the provisions of this Section, the Foundation shall cause to be recorded in the Office of the County Clerk of Brazos County, Texas, a sworn affidavit of the President or any Vice President and of the Secretary of the Foundation which shall certify, among other items that may be appropriate, the total number of eligible votes of the Foundation as of the date of the voting, the quorum required, the number of votes voting "For" and "Against" the Special Assessment, the amount of the Special Assessment authorized, and the date by which the Special Assessment must be paid in order to avoid being delinquent.

7.08 Individual Assessments. In addition to any other Assessments for which provisions are made in this Declaration, the Board shall have the authority to levy and collect, against an Owner, an Individual Assessment (herein so called) for:

(A) Costs and expenses incurred by the Foundation in bringing a particular Owner's Lot into compliance with the provisions of this Declaration, including any action taken, cost or expense incurred by the Foundation to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner to cure or remedy such violation or noncompliance.

(B) Costs and expenses, including attorneys' fees as provided in Article 7 hereof, whether or not suit is brought, incurred by the Foundation in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot.

(C) Costs and expenses incurred by the Foundation in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot provided that such labor, services or materials can be accepted or rejected by such particular Owner (provided that the Owner shall bring his/her Lot into compliance as provided in this Declaration) in advance of the Foundation's furnishing or providing the same and that such

Owner's acceptance of any such labor, services or materials shall be deemed to have been such Owner's agreement that the costs and expenses associated therewith shall be a lien against said Lot and shall be levied and collected as an Individual Assessment against such particular Owner and his/her particular Lot.

(D) Reasonable overhead expenses of the Foundation associated with any Individual Assessment levied and collected pursuant to this Section 7.08.

(E) Interest as provided for herein and late charges as determined from time to time by the Board.

7.09 Owner's Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such Assessments. Except as otherwise provided in Section 7.01(A) hereof, no Owner of a Lot may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1-1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

7.10 Remedial Rights.

(A) *Late Charges and Interest.* A late charge of Twenty-five Dollars (\$25.00) is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of ten percent (10%) per year on the amount of the Assessment from the Assessment's due date. The Board may change the late charge and the interest rate.

(B) *Costs, Attorney's Fees and Expenses.* If the Foundation complies with all applicable notice requirements, an Owner is liable to the Foundation for all costs and reasonable attorney's fees incurred by the Foundation in collecting delinquent Assessments, foreclosing the Foundation's lien, and enforcing the Governing Documents.

(C) *Judicial Enforcement.* The Foundation may bring an action against an Owner to collect delinquent Assessments, foreclose the Foundation's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

(D) *Remedy of Violations.* To enter at any time in an emergency, or in a non-emergency, after ten (10) days' written notice, without being liable to any Owner, upon any Lot, and into any Improvement thereon for the purpose of enforcing this Declaration or for the purpose of erecting, maintaining or repairing any Improvement to conform to this Declaration, and the expense incurred by the Foundation in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same intent as provided in this Article 7 hereof for Assessments. The Foundation shall have the power and authority from time to time, in its own name and on its own behalf, or in the names of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Foundation is also authorized to settle claims, enforce liens and take all such action as it may

deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Foundation funds for the purpose of bringing suit against Declarant, its successors or assigns.

(E) *Suspension of Rights.* If an Owner violates the Governing Documents, the Foundation may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

(F) *Damage to Property.* An Owner is liable to the Foundation for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, Independent contractors, and invitees in accordance with law.

**ARTICLE 8  
EASEMENTS**

- 8.01 **Reserved Easements.** All dedications, limitations, restrictions, and reservations shown on any plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most effectively, efficiently and economically developing and marketing the Property.
- 8.02 **Installation and Maintenance.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction or flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of such lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants to shrubbery, trees, lawns or flowers or other property of the Owners situated on the land covered by said easements.
- 8.03 **Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Foundation for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity reasonably relating to the construction, maintenance, operation or repair of any facility in any such easement area.
- 8.04 **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon require. Each Owner further covenants not to disturb any trees or other vegetation within the drainage easements as defined in this Declaration and

shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the Architectural Committee. Drainage easements referred to herein include, without limitation, the Private Drainage Easements.

8.05 **Blanket Easement.** An easement is hereby retained in favor of the Foundation over all Lots and the Common Areas for the purpose of enforcing this Declaration in accordance with Section 5.04(E) hereof, and for the construction and maintenance of any other item for the common benefit of the Owners or a group of Owners. An easement is further granted for the purpose of repairing and maintaining any such system so constructed. An entry upon any Lot or the Common Areas to effectuate the foregoing purposes shall not be deemed as trespass.

8.06 **Common Area.**

(A) *Common Area Easements.* Declarant does hereby reserve unto itself and grants to the Foundation and the other Owners a perpetual, non-exclusive easement in and to the Common Area, subject to the right of the Foundation to:

(1) suspend an Owner's rights under the Governing Documents;

(2) grant an easement approved by the Board over the Common Area for access, utility, drainage, storage, maintenance or other purposes.

(B) *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

(C) *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Improvement on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

#### ARTICLE 9 MISCELLANEOUS

9.01 **Term.** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2099, unless amended as herein provided. After December 31, 2099, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended as provided in Section 9.03 below or terminated by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the Property then subject to this Declaration, and filed of record in the Official Records of Brazos County, Texas.

9.02 **Dissolution.** Upon termination of this Declaration in accordance with Section 9.01 above, the Board shall take all steps necessary to terminate, dissolve, and wind up the Foundation. In the event of any such dissolution of the Foundation, other than incident to a merger or consolidation, the assets of the Foundation shall be dedicated to any appropriate public agency to be used for purposes similar to those of the Foundation with respect to the Common Areas. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, Foundation, trust or other

organization to be devoted to such similar purposes.

9.03 Amendment.

(A) By Declarant. During the Development Period, this Declaration and any Supplemental Declaration may be amended by the Declarant, acting alone. No amendment by Declarant shall be effective until there has been recorded in the Official Records of Brazos County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

(B) By Owners. After the Development Period, this Declaration may be amended by the recording in the Official Records of Brazos County of an instrument executed and acknowledged by the President and Secretary of the Foundation setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast pursuant to Section 5.03 hereof.

9.04 Notices. Any notice permitted or required to be given by this Declaration must be in writing. Unless otherwise required by law, the notice must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. If delivery is by U.S. mail, the notice will be deemed to have been given when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Foundation.

9.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed, governed and enforced under the laws of the State of Texas. Except as otherwise provided herein, this Declaration controls over the other Governing Documents.

9.06 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to (i) excavate and grade, (ii) construct and alter drainage patterns and facilities, (iii) construct any and all other types of improvements, sales and leasing offices, and similar facilities, and (iv) post signs incidental to construction, sales, and leasing anywhere within the Property.

9.07 Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

9.08 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce any and all of the provisions of the Governing Documents. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) Nonwaiver. The failure to enforce any provision of the Governing Documents at any time by the Foundation or an Owner shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

9.09 Construction.

(A) Restrictions Severable. The provisions of the Governing Documents shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine, and neuter.

(C) Sole and Absolute Discretion. Notwithstanding anything herein to the contrary, whenever a party to this Declaration is entitled to exercise its "sole and absolute discretion", such discretion may be exercised by that party for any reason or for no reason; whether such discretion is arbitrary, uncontrolled or unreasonable. Any parties' exercise of its "sole and absolute discretion" shall be final and shall not be subject to appeal or be subject to adjudication by a court of law, arbitration, mediation, or otherwise.

(D) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles.

(E) Deadlines on Business Day. If any deadline in this Declaration should fall on a Saturday, Sunday or a Texas or federal holiday, such deadline shall automatically be extended to the next business day.

(F) Choice of Law. This Declaration shall be construed in accordance with the laws of the State of Texas.

(G) Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 13 day of February, 2025.

**DYMPLE INVESTMENTS, LIMITED LIABILITY COMPANY,**  
a Texas limited liability company

By: Adney Ventures, Limited Liability Company,  
a Texas limited liability company,  
its Manager

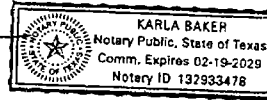
By: [Signature]  
Justin Adney, Managing Member

By: [Signature]  
Caitlin Adney, Managing Member

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS§

This instrument was acknowledged before me, this 13 day of February, 2025, by Justin Adney, Managing Member of Adney Ventures, Limited Liability Company, a Texas limited liability company, as Manager of Dymple Investments, Limited Liability Company, a Texas limited liability company, on behalf of such entities.

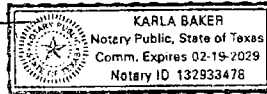
[Signature]  
Notary Public, State of Texas



STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS§

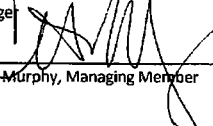
This instrument was acknowledged before me, this 13 day of February, 2025, by Caitlin Adney, Managing Member of Adney Ventures, Limited Liability Company, a Texas limited liability company, as Manager of Dymple Investments, Limited Liability Company, a Texas limited liability company, on behalf of such entities.

[Signature]  
Notary Public, State of Texas



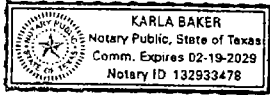
**DYMPLE INVESTMENTS, LIMITED LIABILITY COMPANY,**  
a Texas limited liability company

By: Crosstrails Land Company, Limited Liability Company,  
a Texas limited liability company,  
its Manager

By:   
Chad Murphy, Managing Member

STATE OF TEXAS            §  
  §  
COUNTY OF BRAZOS§

This instrument was acknowledged before me, this 13 day of February, 2025, by Chad Murphy, Managing Member of Crosstrails Land Company, Limited Liability Company, a Texas limited liability company, as Manager of Dymple Investments, Limited Liability Company, a Texas limited liability company, on behalf of such entities.



  
Notary Public, State of Texas

**CONSENT AND SUBORDINATION BY LIENHOLDER**

Lienholder, as the holder of the lien on a portion of the Property, consents to the foregoing Declaration and the covenants, conditions, restrictions and easements contained therein, and lienholder hereby subordinates its lien to the rights and interests of the Declaration, such that a foreclosure of the lien shall not extinguish the covenants, conditions, restrictions and easements contained in the Declaration.

FIRST FINANCIAL BANK  
By: M. Motley  
Name: Melanie Motley  
Title: EVP

STATE OF TEXAS §  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 13 day of February, 2025, by Melanie Motley, EVP of FIRST FINANCIAL BANK, on behalf of said Texas banking association, in the capacity therein stated.



Michelle M Button  
Notary Public

**EXHIBIT A**

**Legal Description of the Property**

A FIELD NOTES DESCRIPTION OF 21.95 ACRES IN THE SAMUEL DAVIDSON LEAGUE SURVEY, ABSTRACT 13, IN BRAZOS COUNTY, TEXAS, BEING THE REMAINDER OF A CALLED 33-1/3 ACRE TRACT OF PROPERTY DESCRIBED IN A DEED TO JESSE THOMAS WADE AND ELSIE MAE WADE IN VOLUME 348, PAGE 856 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT); SAID 21.95 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found replacing a 1 inch iron rod found marking the original north corner of said 33-1/3 acre tract as located by this survey company on May 28th, 2020, said iron rod marking the west corner of a called 6.29 acre tract as described in a deed to Ray Johnston recorded in Volume 360, Page 230 (DRBCT), and the north easterly corner of the Millstone Estates Subdivision, filed in Volume 16667, Page 262 of the Official Public Records of Brazos County, Texas (DPRBCT), being in the northeast right-of-way line of Dymple Lane (called 77' wide right-of-way at this point, 16667/262 OPRBCT), from which a 1/2 inch iron rod found marking the south corner of the Spencer's Cove Subdivision, filed in Volume 2370, Page 59 of The Official Records of Brazos County, Texas (DRBCT), bears N 07° 37' 26" W, a distance of 7.68 feet;

THENCE, with the common line of said remainder of 33-1/3 acre tract and said 6.29 acre tract, same being called the northeast line of a 30.00 foot wide roadway (described in 348/856, 143/185 & 143/233 DRBCT) commonly known as "Dymple Lane", S 49° 05' 29" E, at 482.16 feet pass a 5/8 inch iron rod found marking the south corner of said 6.29 acre tract and the west corner of a called 4.577 acre tract as described by a deed to Kenan P. Heidtke recorded in Volume 1981, Page 33 (DRBCT), continue on with the common line of said remainder of 33-1/3 acre tract and said 4.577 acre tract for a total distance of 746.41 feet to a point for corner being the east corner of this herein described tract;

THENCE, across said Dymple Lane and along the southeast line of said remainder of 33-1/3 acre tract, S 42° 07' 58" W, at 38.47 feet pass a 1/2 inch iron rod with yellow plastic cap stamped "KERR 4502" found marking the north corner of a called 10.00 acre tract as described by a deed to James D. Kromer and Sylvia M. Kromer recorded in Volume 291, Page 344 (DRBCT), continuing with the common line of said remainder of 33-1/3 acre tract and said 10.00 acre tract for a total distance of 1401.33 feet to a 5/8 inch iron rod with yellow plastic cap stamped "KERR 4502" found marking the east corner of a called 3.00 acre tract as described by a deed to H. Richard Adams recorded in Volume 8736, Page 43 (OPRBCT);

THENCE, with the common line of said remainder of 33-1/3 acre tract and said 3.00 acre tract, N 48° 51' 14" W, for a distance of 447.22 feet to a 5/8 inch iron rod found marking the north corner of said 3.00 acre tract and the east corner of a called 2.00 acre tract as described by a deed to H. Richard Adams recorded in Volume 8500, Page 24 (OPRBCT);

THENCE, with the common line of said remainder of 33-1/3 acre tract and said Adams 2.00 acre tract, N 48° 27' 53" W, for a distance of 298.35 feet to a 5/8 inch iron rod found on the southeast line of said Millstone Estates, marking the north corner of said Adams 2.00 acre tract and the west corner of this herein described tract, for reference a 1/4 iron pipe found marking the original west corner of said 33-1/3 acre tract bears S 42° 12' 23" W a distance of 583.26 feet;

THENCE, with the common line of said remainder of 33-1/3 acre tract and said Millstone Estates, N 42° 06' 07" E, for a distance of 1117.33 feet to a 1/2 inch iron rod with cap stamped "RPLS 1184" found marking the west corner of a called 2.000 acre tract as described by a deed to James R. Smith and Kristi J. Smith recorded in Volume 12925, Page 204 (OPRBCT);

THENCE, with the common lines of said remainder of 33-1/3 acre tract and said Smith 2.000 acre tract for the following three (3) courses and distances:

1) S 47° 54' 16" E, for a distance of 349.98 feet to a 3/8 inch iron rod with cap stamped "RPLS 1184" found marking the south corner of said Smith 2.000 acre tract;

2) N 42° 05' 44" E, for a distance of 252.14 feet to a 1/2 inch iron rod with yellow plastic cap stamped "KERR 4502" found marking the east corner of said Smith 2.000 acre tract;

3) N 48° 26' 28" W, for a distance of 349.97 feet to a mag nail found in asphalt in the southeast line of said Millstone Estates, marking the north corner of said Smith 2.000 acre tract, for reference a 5/8 inch iron rod with yellow cap found bears S 80° 56' 55" E a distance of 1.02 feet;

THENCE, with the common line of said remainder of 33-1/3 acre tract and said Millstone Estates, N 42° 06' 07" E, for a distance of 30.00 feet to the POINT OF BEGINNING and containing 21.95 acres of Property, more or less.

EXHIBIT B

Bylaws

**BYLAWS  
OF  
WOODLAND PARK COMMUNITY FOUNDATION**

**ARTICLE I  
Name, Principal Office, and Definitions**

Section 1. Name. The name of the corporation is Woodland Park Community Foundation (the "Foundation").

Section 2. Principal Office. The principal office of the Foundation shall be located in Brazos County, Texas. The Foundation may have such other offices, either within or outside the State of Texas, as the Board may determine or as the Foundation's affairs may require.

Section 3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain recorded Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights for Woodland Park (as it may be amended and supplemented from time to time, the "Declaration"), unless the context indicates otherwise.

**ARTICLE II  
Members, Meetings, and Voting**

Section 1. Eligibility. Membership in the Foundation shall be as set forth in the Declaration.

Section 2. Regular Meetings. The first meeting of the Members shall be held within one (1) year after the recordation of the Declaration in the Official Public Records of Brazos County, Texas or sooner at the option of the Declarant; thereafter, annual meetings of Members shall be held by October 1 of each year. All such meetings of Members shall be held at such place in Brazos County, Texas, and at such time as specified in the written notice of such meeting which shall be given to all Members at least ten (10) days, but not more than sixty (60) days, prior to the date of such meeting. At such meetings, the Members shall transact such other business of the Foundation as may properly come before them and, after the expiration of the Development Period (or sooner as provided below), the Members shall elect, by written and signed ballots, a Board in accordance with the requirement of Article III, Section 1, of these Bylaws.

Section 3. Special Meetings. Special meetings of the Members may be called by the President as directed by a resolution of the Board, or upon petition signed by a majority of Members and having been presented to the Secretary or Assistant Secretary of the Foundation. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days or more than sixty (60) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be considered. Any such meetings shall be held

after the first annual meeting and shall be held within thirty (30) days of receipt by the President of such resolution or petition.

Section 4. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail, facsimile or email to a Member at the address given to the Board by said Member for such purpose.

Section 5. Voting. Voting by the membership shall be as set forth in the Declaration. Methods of voting shall be all methods allowed by law and approved by the Board.

Section 6. Quorum. A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least ten percent (10%) of the votes entitled to be cast at said meeting. Notwithstanding anything contained herein to the contrary, the quorum requirement for a meeting of the Members, as such meeting pertains to the election of Directors, shall be those Members present, in person or by proxy, absentee ballot, electronic ballot or any other method of representative or delegated voting approved by the Board at such meeting.

Section 7. Rules of Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Members.

Section 8. Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution. All proxies must be filed with the Secretary of the Foundation at or before the appointed time of such meeting.

### **ARTICLE III**

#### **Board**

Section 1. Number, Election and Term of Office. The Board shall initially consist of three (3) Members. Until the expiration of the Development Period (however such right to appoint may be subject to earlier termination according to the terms hereof), the Board governing the affairs of the Foundation shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, unless the Declarant shall earlier surrender this right to appoint the Board. The names of the initial members of the Board appointed by Declarant are set forth in the Certificate of Formation of the Foundation. At the first meeting of the Foundation after the expiration of the Development Period (or earlier as set forth below), there shall be elected to the Board by vote of the Members any three (3) Members of the Foundation, who shall thereafter govern the affairs of the Foundation until their successors have been duly elected and qualified. Those candidates for election to the Board receiving the greatest percentage of the votes cast either in person or by proxy at the meeting shall be elected.

Notwithstanding anything to the contrary above, even though the Development Period may not yet have terminated, at least one-third of the members of the Board must be elected by the Class A Members on or before the earlier of: (i) one hundred twenty (120) days after seventy-five percent (75%) of the Lots that may be created and made subject to the Declaration are conveyed to Class A Members (this includes all additional Lots that are anticipated by the Declarant to be

annexed into the Property and into the jurisdiction of the Foundation); or (ii) ten (10) years from the date the Declaration is recorded.

At the first meeting of the Foundation after the expiration of the Development Period (or earlier as set forth above), each Director shall be elected for a term of one (1) year from the date of appointment, and all Directors shall hold office for such term and until the Director's successor shall be elected and qualified.

The number of Directors may be increased or decreased by resolution of the Board; provided however, that the number of Directors shall not be reduced to less than three (3) nor increased to more than nine (9).

Section 2. Qualifications. Each Director (except a Director appointed by the Declarant) shall be a Member (or, if a Member is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Member or such beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Member or beneficiary). If a Director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a Director and be deemed to have resigned and his or her place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring on the Board caused by death, disability or resignation shall be filled by majority vote of the remaining Directors thereof, even though they may constitute less than a quorum. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he or she succeeds.

Section 4. Meetings. Regular meetings of the Board shall be held at such time and place as the Board shall determine, provided that physical meeting shall be held in Brazos County. Members shall be given advance notice of meetings and the opportunity to observe meetings in accordance with Texas law.

Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than seventy-two (72) hours' notice in writing to each Director, delivered personally or by mail or email. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting. If required by law, Board meetings shall be open to the Members and notice shall be given to all Members as required.

Section 5. Removal. Any Director (except a Director appointed by the Declarant) may be removed from office for cause by a majority vote of Members entitled to vote at any annual or special meeting of the Foundation, duly called, if allowed by law. If removed, then a replacement shall be elected as Director at such annual or special meeting by majority vote of Members entitled to vote, after nominations from the floor.

Section 6. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members.

Section 7. Board Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and, except as herein set out, the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods of no longer than 30 days until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 8. Voting. An affirmative vote of a majority of those Directors present at a meeting at which a quorum is in attendance shall be necessary to transact business.

Section 9. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Foundation as hereinafter provided;
- (b) to administer the affairs of the Foundation and the Property, and to change the name of the Foundation, if appropriate;
- (c) to formulate policies for the administration, management and operation of the property held for the use and benefit of all Members ("Common Property");
- (d) to adopt rules and regulations governing the administration, management, operation and use of the Common Property, and to amend such rules and regulations from time to time;
- (e) to provide for the maintenance, repair and replacement of the Common Property and payments therefor, and to approve payment vouchers or delegate such approval to the officers or a managing agent;
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Property and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of a managing agent);
- (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (h) to determine the fiscal year of the Foundation and to change said fiscal year from time to time as the Board deems advisable;
- (i) to collect all assessments, fees and charges provided for in any covenants and restrictions imposed in Woodland Park and to use the proceeds therefrom for the purposes set forth in such covenants and restrictions and in the Certificate of Formation of the Foundation.
- (j) to establish bank accounts which are interest bearing or non-interest bearing, and

to otherwise invest the funds of the Foundation, as may be deemed advisable by the Board;

(k) to borrow money, including but not limited to borrowing money from the Declarant to fund and operate the Foundation, execute and deliver promissory notes and execute and deliver any and all other documentation necessary to properly document such borrowing, except that no mortgages shall be granted that encumber the Common Property;

(l) to enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable;

(m) to exercise all powers and duties of the Members as a group referred to in Chapter 22, Nonprofit Corporations, of the Texas Business Organizations Code, and all powers and duties of the Board referred to in these Bylaws;

(n) in general, to carry on the administration of the Foundation and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Foundation; and

(o) to exercise all powers and duties of the Foundation under the Declaration which are not otherwise specifically reserved to the Members.

Section 10. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Foundation or to the officers of the Foundation any powers or duties which, by law, have been delegated to the Members.

Section 11. Telephone Attendance. At any meeting of the Board, a Director may attend by telephone, radio, television or other similar means of communication, provided the means permit the Director personally to participate in the meeting such that all Directors can hear and be heard. A Director so attending shall be deemed to be present at the meeting for all purposes, including a determination as to whether a quorum is present.

#### ARTICLE IV Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Foundation by a majority vote:

(a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Foundation;

(b) a Secretary, who shall keep the minutes of all meeting of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the managing agent and who may also be Treasurer;

(c) a Treasurer, who shall be responsible for financial records and books of account and

the manner in which such records and books are kept and reported;

(d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he or she succeeds. Any officer may be removed for cause at any time by vote of a majority of the members of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

#### **ARTICLE V** **Amendments**

These Bylaws may be amended by the affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes. Any vote to amend these Bylaws must be taken at a general or special meeting of the Members after distributing to the membership at least twenty-one (21) days before such meeting a notice of the proposed amendment.

#### **ARTICLE VI** **Fiscal Year**

The fiscal year of the Foundation shall be the calendar year unless otherwise fixed by the Board from time-to-time.

#### **ARTICLE VII** **Indemnification**

Section 1. When Indemnification is Required, Permitted and Prohibited.

(a) The Foundation shall indemnify a Director, officer, committee member, employee, or agent of the Foundation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Foundation. For the purposes of this article, an agent includes one who is or was

serving at the request of the Foundation as a Director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Foundation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Foundation's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Foundation shall not indemnify a person who is found liable to the Foundation or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the corporation.

(c) The Foundation shall pay or reimburse expenses incurred by a Director, officer, Member, committee member, employee, or agent of the Foundation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Foundation when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Foundation may indemnify a Director, officer, Member, committee member, employee, or agent of the Foundation to the extent permitted by law. However, the Foundation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Section 1(a) above.

(e) Before the final disposition of a proceeding, the Foundation may pay indemnification expenses permitted by the Bylaws and authorized by the Foundation. However, the Foundation shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Foundation or one or more Members, or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Foundation may indemnify a person under the Bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Foundation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

## Section 2. Procedure Relating to Indemnification Payments.

(a) Before the Foundation may pay any indemnification expenses (including attorney's fees), the Foundation shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Section 2(c) below. The Foundation may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board by vote as provided in Section 2(a)(i) or 2(a)(ii) or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(iv) Majority vote of Members, excluding Directors who are named defendants or respondents in the proceeding.

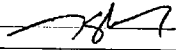
(b) The Foundation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 2(a)(iii) above, governing the selection of special legal counsel. A provision contained in the articles of incorporation, the Bylaws, or a resolution of Members or the Board that requires the indemnification permitted by Section 1, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Foundation shall pay indemnification expenses before final disposition of a proceeding only after the Foundation determines that the facts then known would not preclude indemnification and the Foundation receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 2(a) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Foundation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

(d) Any indemnification or advance of expenses shall be reported in writing to the Members of the Foundation. The report shall be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to Members of a consent to action without a meeting. In any case, the report shall be sent within the 12-month period immediately following the date of the indemnification or advance.

**ARTICLE VIII**  
**Conflicts**

In case of any conflict between the Certificate of Formation and these Bylaws, the Certificate shall control. Should all or part of any Article of these Bylaws be in conflict with the provisions of Chapter 22, Nonprofit Corporations, of the Texas Business Organizations Code or any other Texas law, such act or law shall control.

  
\_\_\_\_\_  
Secretary *Justin Adams*  
Effective Date: *February 13*, 2025

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1549622  
Volume : 19681  
ERecordings - Real Property

Recorded On: February 14, 2025 09:49 AM

Number of Pages: 48

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**" Examined and Charged as Follows: "**

Total Recording: \$213.00

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**\*\*\*\*\* 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: 1549622  
Receipt Number: 20250214000018  
Recorded Date/Time: February 14, 2025 09:49 AM  
User: Victoria L  
Station: Victoria Limon

**Record and Return To:**

eRecording Partners



STATE OF TEXAS  
COUNTY OF BRAZOS

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 Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX