



Section 4. "Lot" shall mean and refer to any of the following numbered plots of land shown on the recorded map or plat of the Subdivision: Lots 1-22, 30-34, 37-47, 76, 77, 83-98. Lots 23, 24, 35 and 36 of the Subdivision are currently owned by someone other than Declarant. The provisions of this Declaration will not apply to lots 23, 24, 35 and 36 of the Subdivision, unless or until the owners of said lots file of record in the Official Records of Guadalupe County, Texas, their written agreement that said lots will be subject to the covenants, conditions, easements and restrictions set forth herein. If the owners of lots 23, 24, 35 and 36 file such an instrument of record then said lots will be subject to the provisions hereof and will be considered a Lot as defined herein.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interests merely as security for the performance of an obligation or owning an interest only in the minerals or royalties relating to any of the property.

Section 6. "Subdivision" shall mean and refer to that certain real property within the perimeters of the legal description of Woodlake Subdivision, Unit IV, as shown on plat thereof recorded in Volume 4, page 354-356 of the Plat Records of Guadalupe County, Texas, less and except Lots 23, 24, 35 and 36 as shown on said plat, unless the owners of any such excepted lot or lots files an instrument of record agreeing that any such lot should be covered by the provisions hereof, in which case, said lot shall be considered part of the Subdivision as referred to herein.

Section 7. "Mortgagee" shall mean and refer to a person or entity which has advanced money to an Owner or to Declarant for the purchase or improvement of a Lot or other property in the Subdivision.

Section 8. "Architectural Control Committee" shall mean and refer to the Declarant, unless Declarant has designated an Architectural Control Committee to act as same pursuant to Article V of this Declaration.

## ARTICLE II

### Modification of Covenants, Conditions and Restrictions

Heretofore, in Volume 769, page 1142 of the Official Records of Guadalupe County, Texas, the then owners of lots 69-98 of Woodlake Subdivision, Unit IV, placed covenants, conditions and restrictions against lots 69-98. Article II, Section 3 provided that any provision contained in the Declaration of Covenants, Conditions and Restrictions recorded in Volume 769, page 1142, Official Records of Guadalupe County, Texas, hereinafter called the "Prior Restrictions", could be modified by obtaining one hundred percent approval of the then current owners of Lots 69-98. Pursuant to said provision, Declarant, the current owner of all said Lots, hereby modifies said Prior Restrictions by removing them entirely as covenants, conditions, restrictions or obligations applying to any of the lots in Woodlake Subdivision, Unit IV.

## ARTICLE III

### Lots to Which This Declaration Does Not Apply

The covenants, conditions, easements and restrictions set forth herein do not apply to the following lots in the Woodlake Subdivision, Unit IV: 23-29, 35, 36, 48-75 and 78-82 (the "Omitted

Lots"). Owner reserves the right to convey any of the Omitted Lots without restrictions or with different restrictions than those set forth herein, except that Owners agree to restrict the property against mobile homes being placed on said lots. The owners of Lots 23, 24, 35 and 36 shall have the right to include their lots as covered by these restrictions as aforesaid.

#### ARTICLE IV Permitted Uses and Restrictions

Section 1. Lot Use: The Lots shall be used solely for single family residential purposes. "Single family" use means use of a dwelling of two or more natural persons who are related by marriage or kinship or by not more than four natural persons who are not related by marriage or kinship. The term "residential purposes", as used herein shall be held and construed to exclude duplexes, or any other type of multi-family dwelling. No Lot shall be used for more than one residence, and its outbuildings. No Lot shall be used or occupied for trade or business of any kind. No condominium shall be erected on any Lot in the subdivision with the exception of Lot 76 on which condominiums may be built, provided that each unit of said condominium development shall be limited to single family uses only and shall be occupied by only one family unit, and the restrictive covenants set forth in this Declaration shall apply to each condominium project. No Lot shall be used or occupied for any trade or business of any kind and no business or trade of any kind shall be conducted on any Lot. However, Declarant, as well as any other person involved in construction and sale of residences on a Lot or Lots, shall have the right during the construction and sales period to use facilities as necessary or convenient for its business purpose of developing, constructing and selling residences.

Section 2. Existing Structures: No existing structure shall be moved on any Lot in the Subdivision, and all improvements erected thereon shall be of a permanent type, character and construction. No building previously constructed elsewhere shall be moved on any Lot.

Section 3. Setback Lines: No building shall be located on any Lot nearer than 20 feet from the street side property line of such Lot. No building shall be located on any Lot nearer than 6 feet to any side Lot line. No building shall be located any nearer than 4 feet from the rear property line of any Lot. The setback lines established herein are minimum building setbacks and in the event that the County of Guadalupe or any other governmental entity with authority over the Subdivision should have longer building setback lines, the setback lines of the county or other such governmental subdivision shall apply.

Section 4. Minimum Living Area: The minimum floor living area of the main structure of any dwelling, exclusive of porches, terraces, garages and detached accessory buildings, shall be at least 1,500 square feet of heated living area for one-story buildings and 2,000 square feet of heated living area for a dwelling of more than one-story. Condominium projects on Lots on which condominiums are allowed must provide for at least 900 square feet of heated living area exclusive of open porches, garages and terraces for each unit.

Section 5. Exterior Walls: The exterior walls on all residences shall contain at least 60% (exterior area) composed of rock, brick, stucco on tile, or stucco over wood framing.

Section 6. Junk Vehicles: No inoperable or wrecked or junk vehicles will be allowed on any Lot.



Section 7. Roofing: The use of asphalt rolled roofing of any type, or corrugated metal roofing is prohibited on any dwelling erected in this Subdivision, unless said prohibited material is completely covered with some type of stone, rock, gravel, tile or composition roofing or shingles.

Section 8. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets may be kept, provided they are penned or leashed at all times, and that they are not kept, bred or maintained for any commercial purposes.

Section 9. Disposal of Garbage and Trash: No Lot shall be used or maintained as a dumping ground. No rubbish, trash, garbage or any other waste, shall be kept except in sanitary containers concealed from sight from the street or water. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean sanitary condition. No trash, ashes or other refuse may be thrown or dumped on any Lot. Trash, garbage and any other waste shall be kept in covered containers in accordance with applicable governmental rules. Grass, weeds and vegetation on each Lot that has been sold by Declarant shall be mowed regularly and drainage areas over and across any part of a Lot shall be kept clean and open so as to maintain the same in a neat and attractive manner. Dead trees, shrubs, vines and plants shall be removed within a reasonable time from a Lot. Until a home or residence is built on a Lot, the Architectural Control Committee may have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment and may have dead trees, shrubs and plants removed and the owner or buyer under contract or deed of such Lot shall be obligated to reimburse the Architectural Control Committee for the cost of such work, and such cost may be assessed and be declared a lien on the land.

Section 10. Signs: No sign of any kind shall be displayed to the public view on any Lot except up to two signs per Lot of not more than five (5) square feet advertising the property for sale or rent, and also a sign used by a builder to advertise the property during the construction and sales period.

Section 11. Drilling and Mining: To the extent Declarant has the right to restrict same, no oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil well, tanks, tunnels, mining excavations or shafts be permitted upon or in any Lot.

Section 12. Garage: Any residence constructed on said premises shall be required to have a garage, sufficient to store a minimum of two (2) cars. The exterior of the garage shall be constructed of the same material as that of the main residence and in harmony with the style and architecture of the main residence. At the time of the erection of a residence on any Lot, a garage sufficient to store a minimum of two (2) cars shall be erected thereon. Garages attached to residences may be converted to living areas provided that sufficient driveway space in side yards remains, as is elsewhere provided for herein, and that an additional garage sufficient to store a minimum of two (2) cars must be built in compliance with these restrictions within three (3) months after such conversion, all to be subject to the written approval of the Declarant or Architectural Control Committee. No prefabricated carports or patio covers will be permitted. Carports or patio covers constructed of the same material as the main residence may be allowed provided the plans for the carport are approved by the Architectural Control Committee in advance of construction in accordance with the standards and the provisions of Article V, Section 1 hereof.

**Section 13. Obstruction of View:** Hedges and trees on Lots located at street intersections will be kept trimmed so as to ensure line of sight vision in all directions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines, and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence shall extend nearer than 25 feet from streets.

**Section 14. Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 15. Commercial Vehicles and House Trailers:** No commercial vehicle or vehicles with more than four (4) wheels may be parked in this Subdivision overnight on any Lot or in the public streets, excepting temporary parking of moving and storage trucks and vehicles necessary for construction of improvements on a Lot, and no house trailer, camper, or motor homes may be parked on any street of said Subdivision. House trailers, campers, or motor homes may be parked in driveways for up to 3 consecutive days and must be parked in approved garages after the main residence has been constructed.

**Section 16. Mobile Homes, Prefabricated and Temporary Structures and Homes:** No mobile homes or prefabricated homes or home constructed off the premises shall be placed on any Lot either temporarily or permanently. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

**Section 17. Storage Buildings:** Storage buildings must be located to the rear of the main residence and must be of same construction and quality of material as the main residence. As with all structures, storage buildings must be approved by the Architectural Control Committee as provided in Article V, Section 1.

**Section 18. Maintenance of Lots:** All Lots shall be maintained in a neat, tidy and trim condition at all times.

The owner and lessee of any Lot that is rented shall have the responsibility of keeping the premises, building, improvements, appurtenances and landscaping in a well maintained, safe, clean and attractive condition at all times. If, in the opinion of the Architectural Control Committee, any such owner or lessee shall fail in his duty and responsibility of maintenance, the Architectural Control Committee may give such owner or lessee, or both, notice of such fact, and thereupon such owner or lessee, shall, within ten (10) days of such notice, undertake the care and maintenance required to restore said owner's or lessee's property to a safe, clean and attractive condition. Should any such owner or lessee fail to fulfill this duty and responsibility after such notice, the Architectural Control Committee shall have the right and power to perform such care and maintenance and the owner and lessee, if any, of the property upon which said maintenance work is performed, shall be liable for the cost of such work and shall promptly reimburse the Architectural Control Committee for the cost

thereof. Entry by the Architectural Control Committee, its agent or employees, upon the property of the owner or lessee and all action taken thereupon in connection with the care and maintenance of such property shall not be deemed a trespass and all claims for damages by reason thereof are hereby expressly waived. If any owner or lessee shall fail to reimburse the Architectural Control Committee within thirty (30) days after being billed for the services herein set forth by such committee, then the cost of such services shall be a debt of such owner and the lessee, if any, payable to the Architectural Control Committee and shall be a lien against such owner's and lessee's interest in said property. Said lien shall be subordinate to purchase money liens and liens for improvements as provided in Article VII, Section 4 hereof. If any legal or equitable proceeding for the collection of any such debt is instituted, the losing party or parties shall pay the attorney's fees of the prevailing party or parties in such amount as may be fixed by the court in such proceedings. The owner or occupant, as the case may be, agrees by the purchase or occupation of any Lot in this Subdivision to pay such statement immediately upon receipt thereof. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any that may be allowed at law or in equity.

**Section 19. Compliance with Guadalupe Valley Electric Cooperative (GVEC) Requirements and Declarant's Agreements with GVEC.**

(a) Each residence located on a Lot must comply with all applicable requirements of Guadalupe Valley Electric Cooperative, Inc. (GVEC) and Declarant's agreements with GVEC.

(b) Each residence constructed on any Lot must qualify for GVEC's all-electric (G-2) rate, which shall include, but not be limited to, adequate thermal insulation, electric range, properly sized electric central heat pump unit, and permanently installed 40 gallon or larger electric water heater. Each Owner agrees to allow GVEC to install a load control switch on each residential water heater and central heat pump unit.

(c) Each residence must have installed at least a 200 ampere meter base and main disconnect switch assembly with raceway approved by GVEC from the bottom of the meter base to a point of approximately two feet below the ground line to include a 90 degree ell. Grounding must be provided in accordance with the National Electric Code. The meter base and main disconnect switch assembly must be located on the side of each residence built nearest to the pad mounted transformer or secondary pedestal serving the structure, and further must be located as close to the front of the house as practical.

(d) Each owner by purchasing a Lot consents to allow GVEC access to the meter location on a residence from the front yard of the residence with the meter location not being located within a fenced area.

**Section 20. Driveways:** All driveways in the addition shall be concrete or asphalt. No boat, trailer, or any portion thereof, shall be parked on any Lot in front of the main wall line of the respective house unless same be parked in a garage constructed as specified in these restrictions. The parking or standing of motor vehicles on any Lot in front of any residence, other than on the driveway and in the garage, is prohibited. The owner of each Lot is solely responsible for all expenses in creating a lane, driveway, or other access from the roads in this subdivision to his Lot. No road, lane, access, or driveway may be built or used which inhibits the flow or drainage of water in the bar ditches on both sides of all roads through and surrounding the Subdivision. Before any



driveway is constructed on a Lot the owner must obtain a permit from the Road and Bridge Department of Guadalupe County.

Section 21. Mailboxes: Mailboxes shall be under the control of the Architectural Control Committee regarding style and material and location to the extent allowed by the U.S. Postal Service.

Section 21. Remodeling of Residences: Remodeling of a residence shall comply with these restrictions and may be performed only with the written approval of the Architectural Control Committee.

Section 23. Resubdividing Lots: No Lot shall be resubdivided or Lot lines changed without permission in writing from the Architectural Control Committee.

Section 24. Completion of Buildings: All buildings must be completed, including driveway, to normal living condition not later than nine (9) months after laying of the foundation for such building.

Section 25. Fences or Walls: No fences or walls taller than six (6) feet shall be erected, placed or altered on any Lot, nor nearer to any street than the minimum setback lines, unless approved by the Architectural Control Committee, except for the following lots that may have 8 foot high fences on their rear lot line: Lots 1, 2, 3, 5, 6, 7, 13 and 47. Additionally, Lots 22, 25, 14, 34, 37 and 47 may have 8 foot high fences along the common lot lines they share with Lots 23, 24, 35 and 36 of Woodlake, Unit IV. The type of fencing material must be approved by the Architectural Control Committee.

Section 26. Building Height: No building shall exceed the lesser of two and one-half (2-1/2) stories, or thirty-five (35) feet in height.

Section 27. Enclosure of Foundation: The foundation of any structure must be enclosed at the perimeter with masonry or wood construction which is in harmony with the remainder of the main dwelling.

Section 28. Storage of Material: No storage of any material shall be allowed except during construction of a residence.

Section 29. Water Wells. Water wells may be drilled on any Lot in the rear of the main residence, however, no windmills shall be erected. Any water wells and "pump houses" shall be subject to approval by the Architectural Control Committee and must comply with all governmental laws and regulations.

Section 30. Dirt: The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except when necessary in conjunction with construction being done on such Lot.

Section 31. Clothes Lines: No clothing or other materials shall be aired or dried except in an enclosed structure, or in an area adequately screened by planting or fencing as not to be seen from other Lots or adjacent streets.

Section 32. Radio or Television Antennae: No radio or television aerial wires or antennae shall be maintained on any portion of any Lot forward of the front of the building; nor shall any free standing antennae of any style be permitted upon the Lot which extends more than ten (10) feet above the height of the roof of the living unit on said Lot.

Section 33. Work on Automobiles: No owner of any Lot nor any visitor or guest of any owner of any Lot shall be permitted to perform work on automobiles or other vehicles in driveways or streets abutting such Lots in excess of two (2) days in any 60 day period.

Section 34. Butane Tanks. All butane tanks must be buried and located to the rear of the main residence.

Section 35. Building Material and Construction: For the purposes of these protective covenants, when construction material is specified herein, another material may be used in lieu thereof, provided that such substituted material is determined in writing by the Architectural Control Committee to be of equivalent or better quality than the specified material. The builder of a home must provide a dumpster during construction for construction trash and debris. The construction site shall be cleaned daily of debris and litter.

Section 36. No Private Roads or Easements Except Residential Driveway: No owner of any portion of the Subdivision shall use or permit his, her, or their property to be used as any type of road, right-of-way, alley thoroughfare or utility easement, access for utilities, or any other access to any adjoining property, with the exception of a residential driveway which does not touch more than one boundary of any lot, at any time, without the written approval and consent of Declarant, except as is provided in the map or plat of the Subdivision recorded in Volume 4, pages 354-356 of the Map and Plat Records of Guadalupe County, Texas.

Section 37. Sewage Facilities: No outside toilets or cesspools shall be erected, placed, or used upon any Lot, but a septic tank shall be used on each Lot to accommodate the sewage. All septic tanks installed must comply with or exceed the requirements for septic tanks of the applicable governmental jurisdictions.

Section 38. Boats and Trailers: No boats or trailers may be kept for more than 3 days in view from the street. Boats and trailers may only be kept in the garage or in the rear of the house.

#### ARTICLE V Architectural Control Committee

Section 1. Approval by Declarant and/or Architectural Control Committee:

(a) No building, fence, or wall, or other structure shall be erected, placed, commenced, or maintained upon any building or Lot in this Subdivision, nor shall any exterior addition to or change or alteration therein, be made to any Lot until the plans and specifications showing the nature, kind, shape, height, material, color and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee or by representatives designated by Declarant as to the quality of workmanship and materials, conformity, and harmony of the external design and existing structures in the subdivision, and as to the location of the building, fence, wall, or other structure in relation to surrounding structures and topography. In the event said Architectural Control Committee or its designated representative fails to approve or disapprove such plans, specifications and Lot plans within 60 days after such completed plans, specifications and



Lot plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The Architectural Control Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain, or incapable of more than one interpretation. All decisions of the Architectural Control Committee shall be final and binding and there shall be no revision of any action of the Architectural Control Committee except by procedure of injunctive relief when such action is patently arbitrary and capricious.

(b) Declarant reserves the right to establish an Architectural Control Committee to perform its duties in this section or elsewhere in this Declaration of Covenants, Conditions and Restrictions. The Architectural Control Committee must be established in writing and a record of such establishment filed for record in the Official Records of Guadalupe County, Texas. Any rights conferred herein on an Architectural Control Committee will be exercised by Declarant unless or until such an Architectural Control Committee is established by Declarant. Any reference to or rights conferred upon Declarant herein refer only to Declarant and not to any subsequently designated Architectural Control Committee. The Architectural Control Committee, when or if established, shall consist of three (3) persons appointed by Declarant, who shall exercise their right of approval by majority vote. In the event of death or resignation of any member of said Architectural Control Committee, the remaining member or members shall have full authority to approve or disapprove such plans and specifications. The Declarant shall have full authority to designate a successor Architectural Control Committee member or members with like authority, unless Declarant has ceased to exist or sold all its Lots, in which case, the Architectural Control Committee shall exercise such rights.

(c) The powers and duties of the Architectural Control Committee, if appointed by Declarant, relating to this covenant and the requirements of this covenant shall cease on and after twenty-five (25) years from the date hereof, provided however, that at that time, the then record Owners of the majority of the Lots in the Subdivision controlled by these covenants shall have the power through a duly recorded written instrument to extend the powers and duties of the Architectural Control Committee in this section and in connection with such extension shall have the power to remove any Architectural Control Committee member or members, or to withdraw from the Architectural Control Committee any of its powers and duties or to restore to the Architectural Control Committee any of its powers and duties. The Architectural Control Committee shall not be entitled to any compensation for services pursuant to this covenant.

Section 2. Limitation of Liability. Neither Declarant, nor any Architectural Control Committee, if one has been appointed, or its members, nor any professional consultants assisting same shall be liable for damages or otherwise to anyone submitting plans and specifications for approval, or to any Owner or other person affected by these restrictive covenants and/or the exercise by Declarant, or any successor Architectural Control Committee, by reason of mistake of judgment, negligence, nonfeasance or otherwise arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications or the exercise of any other rights established by this Declaration. Approval by Declarant, or Architectural Control Committee, of any plans, specifications or improvements shall not constitute an approval, opinion as to legality, ratification or endorsement of the quality of architectural or engineering soundness of the proposed improvement, and neither Declarant, the Architectural Control Committee, nor any professional consultants assisting Declarant or the Architectural Control Committee shall have any liability in connection with approval of plans, specifications or improvements.

## ARTICLE VI Easements

### Section 1. Easements:

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no dwelling, structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements. The area of each Lot and all improvements therein shall be continuously maintained by the owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) Such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) Every owner of a Lot shall meet all easement requirements set forth in the Encroachment Agreement between Exxon Pipeline Company and Woodlake IV Joint Venture, included herein as Exhibit "A".

(d) In addition to such easements as may be shown on the plat of Woodlake Subdivision, Unit IV, recorded in Volume 4, pages 354-356 of the Map and Plat Records of Guadalupe County, Texas, or that may exist of record or on the ground, there shall be a 10 foot easement along all streets, with the exception of Woodlake Drive, which has a 15 foot easement on the South line, for the installation, maintenance and repair of utilities. No structure shall be erected within such easements and no fence shall be constructed across such easement, except that driveways may be constructed across such front property line easements, subject to the right of any utility to excavate through same for the installation or repair of its facilities. Each Lot shall be subject to all facts and conditions applying to the Subdivision as shown on the plat of record in Volume 4, pages 354-356 of the Map and Plat Records of Guadalupe County, Texas.

(e) Part or all of some of the Lots are located within the limits of the 100 Year Flood Plain as per Federal Emergency Management Administration (F.E.M.A.) maps. All Lot owners are responsible for determining whether or not their Lot is located within a flood plain as maintained on the F.E.M.A. flood maps. All residences, garages, or any structures built upon any lot which is located in whole or part in a flood plain shall be constructed in accordance with the guidelines of the Federal Insurance Agency of the United States Department of Housing and Urban Development as promulgated on the date of construction of the structure and/or such other guidelines that apply thereto.

## ARTICLE VII Street Lights

Section 1. Street Lights: The Architectural Control Committee will install up to five (5) or more street lights in the vicinity of the Lots. The cost of installation of the street lights and regular

and special charges by GVEC for same will be prorated amongst the owners of each Lot on the basis of the number of Lots owned, with each Lot being assessed 1/37th of the aforesaid cost of the street lights. The Architectural Control Committee shall cause the charges for the street lights to be paid as the charges become due and shall collect from each Lot owner said owner's proportionate share of the cost for the street lights. The Architectural Control Committee will establish a method of billing each owner of a Lot for the costs of said street lights which may include either a regular periodic payment to be made to the Architectural Control Committee or special assessments, in which case, the assessment will be due and payable within 30 days of the date said assessment is mailed to each Lot owner.

Section 2. Creation of Lien and Personal Obligation for Assessments: The Declarant for each Lot hereby covenants and each owner of any Lot, by acceptance of a conveyance therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay to the Architectural Control Committee the assessment for street lights. The street light assessments, together with interest and costs of collection, shall be a charge on each Lot against which such assessments are made and shall be secured by a continuing Vendor's Lien upon each such Lot. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be and remain the personal obligation of the owner of each Lot at the time the street light assessment fell due notwithstanding any subsequent transfer of title to such Lot. The personal obligation for delinquent street light assessments shall not pass to successors in title unless expressly assumed by them, however, such lien shall remain against any such Lot.

Section 3. Remedies for Nonpayment of Street Light Assessments: Any street light assessment not paid when due shall be delinquent. If a street light assessment or charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Architectural Control Committee may bring an action at law against the Lot owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Lot owner by his acceptance of a deed to a Lot hereby expressly vests in the Architectural Control Committee or its agents, the right and power to bring all actions against such Lot owner personally for the collection of such assessments and charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Architectural Control Committee in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Lot owner expressly grants to the Architectural Control Committee a power of sale and non-judicial foreclosure in connection with said lien. No Lot owner may waive or otherwise escape liability for the street light assessments provided for herein.

Section 4. Subordination of the Lien to Mortgages: As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all street light assessments and charges due the Architectural Control Committee, but this Vendor's Lien shall be subordinate to any valid purchase money lien or mortgage created for improvements covering a Lot. Sale or transfer of any Lot shall not affect this Vendor's Lien. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage, pursuant to a judicial or non-judicial foreclosure under such lien or mortgage shall extinguish the Vendor's Lien securing such assessment or charge as to payments which became due prior to such sale or transfer. So long as a mortgagee owns a Lot or Lots acquired through a judicial or non-judicial foreclosure, or by voluntary reconveyance from its debtor, no charges or assessments shall accrue with respect thereto; however,



upon a sale of such Lot or Lots to an owner as herein defined, such Lot and the new owner thereof shall be responsible and liable for the payment of any street light charges or assessments thereafter becoming due in accordance with the terms hereof. In addition to the automatic subordination provided hereinabove, the Architectural Control Committee, in the discretion of its Board of Directors, may subordinate the lien securing any assessments provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

Section 5. Exempt Property: All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments and charges created herein.

#### ARTICLE VIII General Provisions

Section 1. Violation of Restrictions and Covenants: If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, the Architectural Control Committee and any other person or persons owning any real property situated in the Subdivision shall have the right to enforce such restrictions by any means or methods allowed at law or in equity and shall have the right to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, and either prevent him or them from so doing, or to correct such violation, and/or to recover damages for such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter against any person who has violated a covenant or expressed an intent to violate a covenant or is in the process of violating a covenant. Invalidation of any one or any part of these restrictions by judgment or Court order shall in no way affect any of the other provisions or part of provisions which shall remain in full force and effect.

Section 2. Duration and Amendment: The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 25 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 75 percent (75%) of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by a written instrument signed by at least 75% of the Owners and Declarant so long as Declarant owns a Lot. No amendment shall be effective until recorded in the Official Records of Guadalupe County, Texas.

Section 3. Severability: Invalidation of any one or more of the foregoing Protective Covenants, restrictions, conditions or charges by judgment or Court shall not affect the validity of any other covenant, restriction, condition or charge set forth herein, which shall remain in full force and effect for all purposes.

Section 4. Waiver: Notwithstanding any of the above provisions, the Declarant or Architectural Control Committee, as the case may be, is hereby given the authority to waive in writing, any restriction or covenant herein contained, when in the opinion of said Declarant or Architectural Control Committee, the proposed waiver will add to the appearance and value of the subject

property and to the Subdivision as a whole and will not detract from the appearance or value of other properties in the Subdivision.

EXECUTED this the 17 day of April, 1995.

WOODLAKE PARTNERS, INC.

By: *Don Hudgens*  
DON HUDGENS  
Its President

ATTEST:  
*Ray Durham*  
RAY DURHAM, Secretary

THE STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 17th day of April, 1995, by DON HUDGENS, President of WOODLAKE PARTNERS, INC., a Texas corporation, on behalf of said corporation.



*Graciela Garcia*  
Notary Public, State of Texas

ENCROACHMENT AGREEMENT

THE STATE OF TEXAS  
COUNTY OF GUADALUPE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, EXXON PIPELINE COMPANY (formerly Humble Pipe Line Company), a Delaware corporation, hereinafter called "Exxon," is the present owner of a right of way and easement acquired from Alvina Wehnert, by instrument dated November 8, 1961, and recorded in Volume 346, Page 252, of the Deed Records of Guadalupe County, Texas, and amended by Amendment of Easement dated June 13, 1980, and recorded in Volume 601, Page 837, of the Deed Records of Guadalupe County, Texas; and,

WHEREAS, Woodlake IV Joint Venture, hereinafter called "Landowner," is the present owner of that certain tract of land which was acquired by deed dated August 6, 1984, and recorded in Volume 634, Page 862, of the Deed Records of said County; and,

WHEREAS, Landowner desires to encroach upon Exxon's right of way and easement by constructing streets and other improvements within, along, and across a portion thereof, as indicated hereinbelow.

NOW, THEREFORE, for and in consideration of the premises and of the covenants and conditions herein contained, the parties hereto do hereby agree as follows:

1. Landowner may install or place streets within, across, and along Exxon's above-mentioned right of way at the locations shown on Exhibit "A" and over the existing pipeline located within said right of way only where Jo Ann Drive, Carol Court, Woodlake Drive, Sharon Cr. North and Nancy Lane North cross the right of way, as shown on the Exhibit "A," and houses may be placed up to five feet within the right of way on lots which abut the right of way on its northeast side as set out on Exhibit "A" and a standard residential driveway may be constructed across the right of way on each lot which abuts the right of way, all in accordance with the provisions herein contained.
2. Landowner agrees to maintain four feet of cover over Exxon's pipeline at the street crossings, said street crossings shaded in red on the attached Exhibit "A," and at any driveways constructed across the pipeline. In the event it is not possible to maintain four feet of cover over Exxon's pipeline, Landowner will install a 6-inch thick by 10-foot wide concrete slab over Exxon's pipeline at each location where the streets cross the pipeline.
3. It is also understood and agreed that Exxon is now using and will continue to use said land for the construction, maintenance, and operation of pipelines, and in so doing, Exxon may at any time, and from time to time, enter upon said land with mechanized equipment and machinery and excavate

*Luling - San Antonio #91*

ATTENTION TO RIGHT OF WAY & EASEMENT DEPT.  
EXXON PIPELINE CO.  
P. O. BOX 1400  
DALLAS, TEXAS 75201

77252-2220



trenches and ditches thereon, all of which may result in damage to or destruction of Landowner's streets and/or driveways on, across, or over Exxon's right of way or pipeline. Landowner hereby assumes the risk of any and all such damage or destruction and agrees that Exxon shall not be either liable therefor or obligated to effect repair or replacement thereof.

- 4. Except as permitted in original Easement conveyance, Landowner agrees not to construct or permit the construction of any structure or permanent improvements upon Exxon's right of way other than the streets shown on Exhibit "A" and houses and driveways as provided in paragraph 1.
- 5. Landowner will not excavate on Exxon's right of way for any reason or purpose except to cross right of way at street crossing in compliance with paragraph 2 of this instrument. Landowner shall at all times maintain streets in a condition which will not unreasonably interfere with the operation of or endanger Exxon's pipeline located within the right of way shown in Exhibit "A."
- 6. Landowner agrees to release, indemnify, and hold Exxon harmless from and against each and every claim, demand, or cause of action for damage to property and injury to or death of persons which may, in any way, result from, grow out of, or arise in connection with the presence of the streets, driveways, and houses on, across, or along Exxon's right of way and easement or the use, enjoyment, or maintenance of the streets, driveways, and houses on, across, or along said right of way by Landowner or Landowner's employees, contractors, agents, invitees, licensees, heirs, successors, representatives, or assigns, save and except such damage to property, injury to or death of persons as is caused by the negligence or willful misconduct of Exxon.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives, and assigns.

EXECUTED IN DUPLICATE ORIGINALS this the 28 day of January, A.D. 1986.

EXXON PIPELINE COMPANY

By J. Conroy Stone  
J. Conroy Stone  
Vice President-Operations

FORM APPROVED

Rmd  
cat etc

WOODLAKE TV JOINT VENTURE

By Walter N. Bourgeois Jr  
Title Managing Partner

Vol. 760 Page 1181

STATE OF TEXAS §

COUNTY OF HARRIS §



This instrument was acknowledged before me on February 4,  
1986, by Donley Stone, Vice President-Operations of Exxon Pipeline  
Company a Delaware corporation, on behalf of said corporation.

Evelyn Shipp  
NOTARY PUBLIC

EVELYN SHIPP  
Notary Public in and for the  
State of Texas

My Commission Expires 11-9-89

STATE OF TEXAS §

COUNTY OF BEAR §

This instrument was acknowledged before me on January 23,  
1986, by WALTER H. CORRIGAN II, as MANAGING PARTNER,  
of WOODLAKE IV JOINT VENTURE.



Wanda K. Morgan  
NOTARY PUBLIC

Wanda K. Morgan  
My commission expires 12-3-88





1142/0557

FILED FOR RECORD

95 APR 18 PM 3: 58

LIZZIE H. LORENZ  
COUNTY CLERK GUADALUPE CTY.

BY *Janita Brown*

THE STATE OF TEXAS  
COUNTY OF GUADALUPE

I hereby certify that this instrument was  
FILED on the date and at the time stamped  
hereon by me and was duly RECORDED in the  
Official Public Records of Guadalupe County,  
Texas



*Lizzie M. Lorenz*  
County Clerk,  
Guadalupe County Texas

RETURN TO:  
SAEGERT, KIRKENDALL,  
FROST & RAETZSCH  
P.O. BOX 509  
SEGUIN, TEXAS 78156-0509

17

3630