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DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND RESTRICTIONS OF WOODLAKE SUBDIVISION,
SECTION III

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

John McJannet
377660

WHEREAS, WELLBORN OAKS PARTNERSHIP, a Texas general partnership, hereinafter called "Partnership" is the owner of all that certain tract of land in Brazos County, Texas, described on Exhibit "A" attached hereto and made a part hereof for all purposes, which is set out on plat of said property filed with the County Clerk of Brazos County, Texas, in Volume 836, Page 65 of the Official Records of Brazos County, Texas, and which is adjacent to Woodlake Subdivision, Section II, Phase II, developed by Wellborn Development Corporation according to the map or plat thereof filed with the County Clerk of Brazos County, Texas, under File No. 185937, in Volume 462, Page 549, of the Deed Records of Brazos County, Texas, to which reference is here made for a more detailed description of said Woodlake Subdivision, Section II, Phase II; and

WHEREAS, Partnership desires the development of the seven (7) tracts of land described on Exhibit "A" to be for the mutual benefit and pleasure of the present and future property owners in such Woodlake Subdivision, Section III; and

THEREFORE, to protect and enhance the property values therein, Partnership hereby imposes upon and against all said lots therein the reservations, restrictions and other provisions hereinafter set forth;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Partnership does hereby make, adopt and establish the reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, hereinafter set forth as applicable to the parcels in Woodlake Subdivision, Section III, Brazos County, Texas, according to the map or plat filed in the Office of the County Clerk of Brazos County, Texas. Said map or plat has been duly authenticated with proper certificates; however, no streets have been dedicated to the public for roadway purposes. The plat is also subject to the reservations, restrictions and other provisions herein contained to the same extent as though copied at length in said dedication certificate,

and said map or plat is subject only to such minor changes as, in the judgment of the Partnership, are necessitated by the efficient installation of improvements. It is specifically understood that the Partnership has designated the roadways in Woodlake, Section III as being private and has designated same on the plat by the words " 75' PRIVATE ACCESS & UTILITY EASEMENT - NOT A PUBLIC R.O.W.".

DEFINITIONS

As used in this document the following terms shall have the following definitions:

1. "Partnership" shall mean Wellborn Oaks Partnership, its successors and assigns.
2. "Subdivision" shall mean Woodlake, Section III.
3. "Owner" shall include any present or subsequent record owner of any parcel in the subdivision or any part thereof or any interest therein, the purchaser of any such parcel or part thereof or any interest therein under a contract of sale and any Lessee occupying any parcel or any part thereof.
4. "Recording Date" shall mean the date upon which this document is filed of record with the County Clerk of Brazos County, Texas.
5. "Parcel" shall mean the plots of land in this subdivision as shown on the plat filed of record with the Clerk of Brazos County, Texas, as of the recording date, and in addition, any part of any of those plots that is, by whatever means, conveyed, transferred or leased by an owner thereof.
6. "Committee" shall mean the architectural control committee, its successors and assigns.
7. "Association" shall mean and refer to Woodlake Peninsula Association, its successors and assigns.
8. "Common Areas" shall mean all real property and chattels owned by the Association for the common use and enjoyment of the lot owners specified hereinafter.

RESERVATIONS (Easements and Mineral Estate)

In so authenticating said map or plat for record there was reserved and there is hereby expressly reserved in Partnership the following rights, titles and easements (hereinafter collectively called "Reservations"), which Reservations shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of the Partnership conveying any property in the subdivision or any part thereof:

- (1) Partnership reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm and gas pipes, mains and conductors and all appurtenances thereto pertinent to the operation of waterworks, sanitary sewer, storm sewer and drainage systems, and pertinent to the operation of gas distribution systems and such electric distribution and communication lines, wires, conduits, and appurtenances thereto pertinent to the operation of electric distribution and communication systems as it or they may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the subdivision. Such pipes, mains, conductors, lines, wires, conduits, and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.
- (2) Partnership reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors, and all appurtenances thereto and all electric distribution and communication lines, wires, conduits and all appurtenances thereto constructed by Partnership or its agents in all of said streets in the subdivision, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains, conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.
- (3) Partnership reserves for itself, its successors, and assigns, a perpetual utility easement in, along, under, over, across and through a ten (10) foot strip around the entire perimeter of each parcel in the subdivision, which strip shall be measured from the property line of each parcel inward. With respect to such easement, Partnership shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities.

Partnership further reserves for itself, its successors and assigns, a perpetual drainage easement that shall be coextensive with the above described ten foot utility easements.

Partnership further reserves for itself, its successors and assigns, a perpetual flood easement around Frierson Lake shown by the plat from elevation 274' to elevation 278' as

established by the U. S. Coast and Geodetic Survey. No improvements shall be constructed at an elevation lower than 278' which will be damaged by flooding.

Partnership further reserves for itself, its successors and assigns, a utility easement extending from the water level of Frierson Lake, as hereinafter defined, twenty-five (25') feet from such water level around the entire Lake. Such easement shall be for the purpose of underground utilities only.

Neither Partnership, any utility company, nor any other successor or assign, using the easements heretofore described shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, trees, or flowers or other property situated within the part of the parcel of land covered by such utility easements.

- (4) Partnership reserves for itself, its successors and assigns the right to make minor changes in and additions to the utility easements heretofore described for the purposes of more efficiently and economically installing the improvements.
- (5) The conveyance by Partnership of any parcel in the subdivision by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains, or any other utility or appurtenances thereto constructed by its agents, in, along, under, through, over, across or upon such easements, such property, or any part thereof or such streets, to serve the subdivision, or any part thereof. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities, and appurtenances is expressly reserved in Partnership.
- (6) The conveyance by Partnership of any parcel in the subdivision by contract, deed or other instrument of conveyance (excepting a mineral deed) shall not be held or construed to include any of the rights, titles or interests of the Partnership in and to any portion of the mineral estate in, on or under the property. Each deed of conveyance by the Partnership shall contain the following reservation regarding the mineral estate:

THERE IS HEREBY RESERVED AND EXCEPTED FROM THIS CONVEYANCE, AND RETAINED IN FAVOR OF THE GRANTORS, THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, IN PERPETUITY, ALL OF THE OIL, GAS, LIQUID HYDROCARBONS, RESIDUE GAS, THE PRODUCTS AND BY-PRODUCTS OF THE FOREGOING, SULPHUR, COAL, LIGNITE, URANIUM, AND ALL OTHER MINERALS, IN, ON OR UNDER THE HEREINABOVE DESCRIBED PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AT ALL TIMES FOR THE PURPOSE OF MINING, DRILLING, EXPLORING, OPERATING AND DEVELOPING SAID LANDS FOR OIL, GAS AND OTHER MINERALS AND REMOVING THE SAME THEREFROM.

The foregoing reservations of rights and easements shall not obligate Partnership to exercise any of such reserved rights and easements.

The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, or any sentence, clause or part thereof shall

not affect the remaining Reservations or sentences, clauses or parts thereof, which shall remain in full force and effect.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling of Woodlake, Section III, as a district set aside for residential homes and certain other uses accessory thereto, the following restrictions, including without limitation restrictions, covenants, declarations, easements, limitations, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all the parcels in the Subdivision. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in any such parcel.

Building and Construction Restrictions

- (1) Except as herein provided, each parcel in the subdivision shall be used only for non-commercial, residential and recreational purposes. Only single family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any parcel in the subdivision: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind. However, a property owner may rent his single family house or houses from time to time.
- (2) No residence shall be constructed on any parcel that has an underroof living area of less than 1500 square feet, excluding porches, garages, patios and the like.
- (3) Only one single family dwelling and appurtenances thereto such as garages, sheds, barns, and the like, may be placed or constructed on each of the parcels as platted as of the recording date; provided, however, that one, and no more, single family dwelling and its appurtenances may be placed or constructed within each subdivided lot.
- (4) No building or structure, except fences, shall be located on any parcel nearer to the front property line than 50 feet, or nearer to either side of the property line than 15 feet, or nearer to the back property line than 50 feet, or nearer to the water level than 75 feet. The front side of the parcel is that side which abuts a street. Parcels that abut on two streets shall be deemed to front on both streets.

- (5) Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum 12-inch diameter pipe culvert, or such larger diameter as the Committee shall require.
- (6) No building material of any kind or character shall be placed or stored upon any parcel more than thirty (30) days before construction of a building or improvements are commenced, and then such material shall be placed within the building lines as established above. At the completion of such building or improvements, such excess or scrap material must be immediately removed from the premises.
- (7) No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any parcel shall be placed on any other parcel, or on streets or easements.
- (8) Exposed openings resulting from any excavation made on any parcel shall be backfilled and the disturbed ground shall be leveled. No change of elevation on any parcel greater than five (5') feet shall be made without the approval of the Committee.
- (9) No residential dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system that is so approved.
- (10) Underground electric service may be available to parcels in the subdivision. If such service is made available to a parcel and an owner of such parcel desires to use such service, such owner shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governmental authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on such owner's structure to the point of attachment at the electric company's energized secondary junction boxes, said point of attachment to be made available by the electric company at a point designated by the electric company at the property line of each parcel. The electric company furnishing service shall make the necessary electrical connection at said point of attachment and at the meter. In addition, such owner shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the residence constructed on such owner's parcel. For so long as such service is maintained, the electric service to each parcel shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

"Water Level" as used hereinabove, means an elevation of 274 feet above sea level, as established by the U. S. Coast and Geodetic Survey. Such elevation is also the elevation of the top of the drop inlet of the Lake shown by the plat of the Woodlake Subdivision.

General Restrictions

The owners of Lots A through G, inclusive, of Woodlake Subdivision, Section III, hereby adopt and ratify the General Restrictions of Woodlake Subdivision, Section II, Phase II, as recorded in Volume 461, Page 733, of the Deed Records of Brazos County, Texas. Each lot owner by virtue of ownership of any lot, or part thereof hereby submits to the restrictions, limitations and conditions of Woodlake Subdivision, Section II, Phase II, including but not limited to, membership in and compliance with the rules and regulations promulgated by the Woodlake Preservation Association, Inc., its successors or assigns, and, in particular, the membership dues and fees for maintenance of Woodlake Lake and its surrounding amenities.

The owners further adopt the following specific restrictions for their Woodlake Subdivision, Section III:

- (1) No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No commercial activity of any kind shall be conducted on any parcel in the subdivision; "Commercial Activity" shall include without limitation the offering for sale of any product or service or the manufacture or growth of any product, for purposes of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise.
- (2) No animals, livestock, or poultry of any kind shall be raised or kept upon any lot, except household pets which may be kept as long as same are not bred or raised for commercial purposes.
- (3) No sign, except signs advertising property for sale or rent (not exceeding 5 square feet in size), advertisement billboard, or advertising structure of any kind may be erected or maintained on any parcel without the consent in writing of the Committee. The Partnership or members of the Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any parcel without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.
- (4) No part of the subdivision shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (5) Owners shall not permit the accumulation of trash, rubbish or other unsightly obstacles on their parcels or on the easements, or on any alley or streets abutting the same. Each Owner shall be responsible for proper disposition of his trash and garbage. Owners shall keep the drainage easements free of obstructions.

- (6) After commencement of construction of any structure or improvement, the work thereon shall be diligently prosecuted to the end that the structure or improvement shall not remain in a partially finished condition any longer than reasonably necessary for completion thereof.
- (7) All fencing within seventy-five (75') feet of any road in the subdivision, running parallel to the right-of-way of such road or substantially parallel thereto, shall be of such size, design, material and color as is specifically approved by the Committee.
- (8) No fence shall be constructed nearer the water level than fifty (50') feet.
- (9) No act may be performed which is likely to pollute the air or water in any part of the subdivision. Nor may any property owner violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City.
- (10) No firearms may be discharged in the subdivision or on any parcel or any easement.
- (11) A limit on the type and quantity of fish taken from abutting lakes may be established by the Association.
- (12) The Association shall have the right to limit the kind, type and number of boats and boating equipment which may be used on any of the lakes abutting the subdivision.
- (13) Representatives of the Partnership, the Association, or the Committee may from time to time at any reasonable hour, enter and inspect any part of the subdivision to ascertain compliance with this document.
- (14) It is specifically understood and agreed that membership or ownership in Association, together with all use and fishing rights of the Frierson Lake are, and shall remain, inseparable from the ownership of property in the tract above described and that such ownership, or membership in Association and the right to use the fishing privileges of Frierson Lake may not be conveyed by the owner or owners of any property in the tract unless such property is in a like manner conveyed.
- (15) It is specifically understood and agreed between the owners of Lot B, Lot C, Lot D, Lot E, and Lot F, that a right of first refusal to purchase, not to exceed thirty (30) days, is hereby reserved should any interest, in whole or in part, sought to be sold in any of the aforementioned lots in Woodlake Subdivision, Section III. This reservation of a right of first refusal to purchase shall inure to the benefit of the owners of the aforementioned Lots. Upon any owner of a lot seeking to sell his lot to any third party, such owner shall give the other owners of Lots B through F inclusive, notice of the proposed sale (both price and terms). The remaining owners, either jointly or severally, shall then have thirty (30) days in which to exercise their right to purchase on such terms and conditions. If no other owner elects to exercise a first right to purchase, the owner who desires to sell his lot may proceed to sell such lot to the third party.

ADDITIONAL SPECIAL PROVISIONS FOR LOT G, WOODLAKE ESTATES, SECTION III

Whereas Lot G of Woodlake Subdivision, Section III is presently held, and is intended to continue to be held in equal undivided shares

as Common Area for the owners of Lot B, Lot C, Lot D, Lot E and Lot F and to further enhance the value of the subdivision and to carry out a uniform plan for using and enjoying Lot G;

Therefore, it is hereby agreed and decided that Lot G in Woodlake Subdivision, Section III, notwithstanding any other provision contained in this Declaration, is subject to the following special restrictions:

- (1) No building or structure of any kind is allowed on Lot G except one which is agreed by all owners of Lots B through F, inclusive.
- (2) No animals of any kind are allowed on Lot G.
- (3) Use of Lot G is to be restricted to the owners of Lots B, C, D, E and F and their immediate family members only. Guests may accompany the owners of Lots B, C, D, E and F onto the premises, but are not otherwise allowed on said Lot G unless the consent of all other undivided interest holders in Lot G has been secured or such guests are accompanied by an owner of Lot B, C, D, E or F.

In the event any of the additional special restrictions for Lot G referenced above are in conflict with any of the other general or specific restrictions imposed against all of the Lots in the subdivision, the additional special restrictions for Lot G listed above shall control.

WOODLAKE PENNINSULA ASSOCIATION

The Association shall have its office in Bryan, Brazos County, Texas, with its initial registered office in Brazos County, Texas, and with its principal office located at 1737 Briarcrest Drive, Suite 22, Bryan, Texas. As used hereinafter, "Association" shall mean the Woodlake Peninsula Association, its successors and assigns, and where appropriate the Board of Directors thereof. The Association shall have the powers and functions provided by applicable law, its Bylaws, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, lakes, utilities, and recreational areas; the right to provide for garbage pickup (at a cost to the individual property owner if the Maintenance Fund is not sufficient for this purpose), hire police protection, furnish power or gas for street lighting, maintain esplanades, and other common areas; and to establish rules and

regulations for the use of lakes, streets, and other subdivision facilities, specifically erected and installed and designated to be controlled by the Association. In particular the Association shall have the right to control the use of Lot G for the mutual benefit of all owners of Lots B, C, D, E and F in the subdivision. The Association shall administer the Maintenance Fund hereinafter mentioned as provided within the Restrictions.

The Partnership shall cause the Association to be properly associated, and the Partnership shall have the power to elect all members of the Board of Directors and to fill any vacancies occurring therein. The membership of the Board of Directors shall be determined by majority vote of the original owners of Lots B, C, D, E and F of Woodlake, Section III, that are subject to a required maintenance charge payable to the Association. The voting shall be conducted according to rules established by the Bylaws of the Association. The Partnership may elect to transfer power to select the Board of Directors to the said record owners of Lots B, C, D, E and F at any time.

It is specifically intended that Lot A in Woodlake, Section III shall not be involved in the Woodlake Peninsula Association, nor shall said Lot be subject to the rules and regulations of the Association. Ownership of said Lot A shall, however, be subject to the rules, regulations, benefits, duties and responsibilities imposed by Woodlake Preservation Association, Inc.

Lot ownership of any of Lots B, C, D, E and F and membership in the Association shall be inseparable. Transfer of any of Lots B, C, D, E and F automatically transfers membership in the Association and all right of the transferor with respect to the common areas (Lot G), use of the 75' private access and utility easement, and other facilities to which ownership of such Lot relates. Execution of a contract of sale shall constitute transfer of a Lot for purposes of Association membership. Termination of Contract of Sale shall cause the membership to revert to the record owner.

The Association shall have the right under conditions and stipulations to be adopted by its Board of Directors, to admit Associate Members, who shall be entitled to use of the common areas (Lot G), under rules and regulations established by the Board of Directors, but shall have no voting rights in the affairs of the Association.

Owners each acknowledge and agree that ownership of a Lot in the Subdivision shall not relieve each owner from his responsibilities, obligations and duties as a member of Woodlake Preservation Association, Inc. herein adopted, it being understood that ownership of Lots B, C, D, E, F, or a part thereof shall result in membership in the Woodlake Peninsula Association with its attendant responsibilities, obligations and duties over and above those existing by virtue of Woodlake Preservation Association, Inc. membership.

ARCHITECTURAL CONTROL

There is hereby created the Architectural Control Committee of the Association which shall consist of three members. The initial Architectural Control Committee is composed of:

Warren C. Harmon
James E. Jett
Frank Thurmond, Jr.

A majority of the Architectural Control Committee may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the Committee, the remaining members shall have full authority to designate a successor, or if they cannot agree on a successor, the President of First National Bank of Bryan, its successors and assigns, shall designate a successor. Neither the members of the Committee nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After twenty (20) years from the date of this instrument, or at such earlier time as the majority of the Committee shall determine the power to designate members of the Architectural Control Committee will automatically pass to the Association. The Committee's approval or disapproval as required by the Restrictions shall be in writing.

No improvement of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any parcel in the subdivision until the construction plans, landscaping plans, or other plans, specifications and a plot plan showing the location and size of such improvement has been submitted to the Committee, or its designated representative as to the harmony of external design with the existing structures on parcels in the subdivision, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within the subdivision. Improvement as used herein shall be held to include, but not limited to, buildings, fences, porches, decks, walls, swimming pools, water walls, playground equipment, outdoor cooking or eating facilities of a permanent nature, docks, piers, bulkheads, barns, silos, sheds, streets, alleys, excavation and other earth movement. The Committee may require a reasonable fee for performing the functions herein prescribed and may disapprove plans, specifications, designs, and plot plans for failure to pay such fee. Such fees shall be used by the Committee to discharge actual expenses incurred by the Committee. After approval in writing has been given, the erecting, placing or altering of the improvements on any parcel shall be made only in accordance with the approved plans, specifications and plot plans, unless variations or changes are also approved in the same manner. The Architectural Control Committee, in its discretion, may exercise the limited right to approve minor deviations in building area, locations, facing of dwellings and setback in instances where, in its opinion, such deviation will result in a more commonly beneficial use. Such approval shall be filed in the Deed Records of Brazos County, Texas, and when so given and filed, shall be deemed to become a part of these Restrictions.

Neither the Partnership, the members of the Architectural Control Committee or its representative, their successors or assigns, shall be

liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of any parcel affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any parcel within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Partnership, the Association, the members of the Architectural Control Committee, or their respective representatives, to recover any such damages.

At the option of a majority of the Committee, all of the powers, rights, duties, and responsibilities of said Committee may be transferred to the Association; in such event the Association shall appoint a representative or representatives to perform all functions of the Committee. Said representative or representatives shall be the successor to the Committee.

Maintenance Charge

All of Lots B through F, inclusive, in Woodlake, Section III, are hereby subjected to an annual maintenance charge of One Hundred and No/100 Dollars (\$100.00) per year, payable annually in advance by the owner of each parcel on the first day of January of each year, beginning January 1, 1986, and each succeeding year thereafter until terminated as provided below, to the Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". It is specifically understood and agreed by each owner of Lots B, C, D, E and F that this annual maintenance charge shall be in addition to those charges due by each such owner to the Maintenance Fund of Woodlake Preservation Association, Inc.; but this fund shall be used only for the maintenance and benefit of Lots B through F, inclusive, and the maintenance of (a) the 75' private roadway across said Lots and (b) Lot G, both in Woodlake Subdivision, Section III. It is specifically understood that the maintenance of the 75' private roadway; all

utilities and all easements in, on, over or across the Lots exist for the benefit of all of Lots B through F inclusive; and the owners of said Lots B through F, inclusive, hereby cross-convey to each other the non-exclusive rights to use of said private roadway and utility easements across the portions of their respective Lots as may be necessary and convenient for the enjoyment of the Lots and the Common Area by the respective owners of Lots B through F, inclusive. In this connection the entire cost of installation, improvement and maintenance of the private roadway, the utilities, the easements and Lot G are the responsibility of, and shall be shared equally by, all of the owners of Lots B through F inclusive, irrespective of the physical location of any necessary repair or maintenance along the roadway, utility lines or easements. Where a parcel is subject to a contract for sale, the maintenance charge shall be paid by the purchaser thereunder. The maintenance charge shall be prorated between purchasers and sellers of parcels in the proportion that the remaining months of the calendar year bear to the whole year. Any transfer of a parcel without payment of the maintenance charge then due shall cause such parcel to be subjected to a lien for such amount plus an additional delinquency charge of ten percent (10%) per annum added to any charges that are more than thirty (30) days delinquent.

The Association may increase or reduce the maintenance charge from time to time by action applying uniformly to Lots B through F in the subdivision. The Association may also from time to time reduce the maintenance charge payable by owners of two or more parcels by action applying uniformly to all owners of Lots B through F, inclusive.

From and after January, 1986, the Association's Board of Directors, at its next annual or special meeting and at each annual meeting thereafter, shall set the amount of the annual assessments for each year for each Lot, taking into consideration the current maintenance costs and future needs of the Association; except, however, the assessments may not be increased in any one year by more than twenty percent (20%) of the then existing annual assessment, except on the affirmative vote

of owners entitled to cast three-fifths (3/5) of the votes of the Association, in person or by proxy, at a meeting duly called for such purposes.

The maintenance charge shall be paid for each year from 1986 through 1996, and shall be extended automatically for successive periods of ten (10) years unless before January 1, 1997, or before the 31st day of December of any tenth year thereafter, the owners of record of a majority of Lots B through F in the subdivision vote to discontinue such charge by written instrument which shall be signed and acknowledged by the owners of record of a majority of Lots B through F and recorded in the Deed or Official Records of Brazos County, Texas.

By acceptance of a contract of sale, deed or other instrument of conveyance, each owner of Lots B through F, inclusive, agrees and consents to the maintenance charge and a lien against all property owned by a Lot owner in the Subdivision to secure Association in the payment of such maintenance charge. The maintenance charge shall be used to pay "maintenance expenses" which shall include without limitation expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining any rights-of-way, easements, streets, sidewalks, paths, fences, lakes, parkways, stables, tracks, pools, lodge, esplanades, buildings, and any structures, facilities or area which can be used by owners of Lots B through G, inclusive, or which in the opinion of the Association would benefit the subdivision as a whole; collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), caring for vacant parcels, employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the Association, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property to which maintenance charges apply, payment of all expenses in connection with the collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the

Association to keep Lots B through G, inclusive, neat and in good order of which it considers of general benefit to the Subdivision. The act of the Association and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.

The Partnership shall never be liable for payment of any maintenance charge.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon Lot G, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a three-fifths (3/5) majority of the owners of Lots B through F, inclusive, who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting and the proposal to be voted on.

No special assessments for capital improvements shall be made under this provision prior to the time when the membership of the Board of Directors of the Association is determined by majority vote of the owners of Lots B through F, inclusive, that are subject to the maintenance charge as hereinabove set forth. Failure to pay any such special assessment within thirty (30) days shall also result in the defaulting Owner's (a) lot for which the assessment is due and (b) undivided interest in Lot G, both being subjected to a lien for such unpaid amount, plus an additional charge of ten percent (10%) per annum.

SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the annual and special assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the Owner of any of Lots B through F, inclusive,

to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot or Lots. Sale or transfer of any Lot or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishment of the lien shall relieve the delinquent Lot owner from his personal obligation and liability thereof.

EFFECT OF NON-PAYMENT OF ASSESSMENTS:
REMEDIES OF THE ASSOCIATION

Any annual or special assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against such defaulting Owner of Lots B, C, D, E or F, personally obligated to pay the same, or foreclose the lien against the property (which shall include (a) the defaulting Owner's Lot and (b) the defaulting Owner's undivided interest in Lot G); and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each owner of Lots B, C, D, E and F, by his acceptance of a deed or conveyance to a Lot, hereby expressly vests in the WOODLAKE PENINSULA ASSOCIATION, or its agents, the right and power to bring all actions against such owner personally for the collection of such 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 Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association, a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other owners of Lots B through F. The Association acting on behalf of the owners of Lots B through F shall have the power to bid

in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same; and to subrogate so much of its right to such liens as may be necessary. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area (Lot G) or abandonment of his Lot. Further, the Association shall have the right to deprive the owner of the use of the Common Area (Lot G), and have the further right to post the name of the delinquent party at the appropriate place on the Common Area (Lot G) designated by the Association, in the event of non-payment of assessments.

RE-SUBDIVISION

No Lot may be resubdivided into smaller lots.

MISCELLANEOUS PROVISIONS

1. The foregoing Restrictions are adopted as part of and shall apply to each and every parcel in Woodlake Subdivision, Section III, unless otherwise provided herein to the contrary. Such Restrictions are equally for the benefit of all subsequent owners of parcels in Woodlake, Section III, and accordingly, shall be covenants running with the land. Any owner or lienholder of any of the property or the Association shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions.

2. The term of the Restrictions shall be for a period from the filing of this instrument for record in Brazos County, Texas, until the 1st day of January, A.D., 1997, after which date such Restrictions shall be automatically extended for such successive periods of ten (10) years each, unless and until, by instruments executed by the then record owners of a majority of the parcels in Woodlake, Section III, and duly recorded in the Deed or Official Records of Brazos County, Texas, such

Restrictions are altered, rescinded, modified or changed, in whole or in part.

3. Nothing contained in this document nor any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagees or trustee under any mortgage or deed of trust outstanding against the subdivision or any portion thereof.

4. Any and all rights, powers and reservations of the Partnership or Association herein contained may be assigned to any person, corporation or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Partnership or Association herein. The term "Partnership" or "Association" as used in this document includes all such assignees of either group and their heirs, successors and assigns.

5. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquires an interest in the property.

6. The Partnership reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.

The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

Dated this the 1st day of January, 1986.

WELLBORN OAKS PARTNERSHIP, a Texas partnership

By: [Signature]
Frank Thurmond, Partner

By: [Signature]
Warren C. Harmon, Partner

By: [Signature]
William Bassichis, Partner

By: [Signature]
James E. Jett, Partner

By: [Signature]
Jerry Windham, Partner

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 22nd day of DECEMBER, 1986, by Frank Thurmond, Partner on behalf of Wellborn Oaks Partnership, a Texas general partnership.

[Signature]
Notary Public, State of Texas
Printed Name: BARBARA FOESTER
Commission Expires: 5-22-90

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 22nd day of December, 1986, by Warren C. Harmon, Partner on behalf of Wellborn Oaks Partnership, a Texas general partnership.

[Signature]
Notary Public, State of Texas
Printed Name: Anita Hays
Commission Expires: 10-19-89

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 22nd day of December, 1986, by William Bassichis, Partner on behalf of Wellborn Oaks Partnership, a Texas general partnership.

[Signature]
Notary Public, State of Texas
Printed Name: Anita Hays
Commission Expires: 10-19-89

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 22nd day of December, 1986, by James E. Jett, Partner on behalf of Wellborn Oaks Partnership, a Texas general partnership.

Anita Hays
Notary Public, State of Texas
Printed Name: Anita Hays
Commission Expires: 10-19-89

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 22nd day of December, 1986, by Jerry Windham, Partner on behalf of Wellborn Oaks Partnership, a Texas general partnership.

Anita Hays
Notary Public, State of Texas
Printed Name: Anita Hays
Commission Expires: 10-19-89

TRACT 1

FIELD NOTES
OF A
1.30 ACRE TRACT (TRACT A)
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS

Field notes of a 1.30 acre tract or parcel of land lying and being situated in the Thomas Henry Survey, Abstract No. 129, Brazos County, Texas and being a portion of a 250.47 acre tract conveyed to Frank Thurmond, Bernath Concrete Products Company, Warren C. Harmon, James Jett, and William Bassichis by James E. Frierson and Fred D. Maurer, Individually and as Trustees, Dennis H. Goehring, J. Stan Stephen and Henry Clay of the County of Brazos, State of Texas, Eric Hilton, John H. Lindsey, David Garza, Carl Galloway, Lovett Baker, Ernest Deal, and Kenneth L. Clayton, Independent Executor of the Estate of William Godfrey, deceased, of the County of Harris, State of Texas, as recorded by deed in Volume 380, Page 413 of the Official Records of Brazos County, Texas, said 1.30 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found marking the northernmost corner of Lot 12, Woodlake Estates, Section Two, Phase II as recorded by plat in Volume 462, Page 549 of the Official Records of Brazos County, Texas, same iron rod lying in a curve on the southeast right-of-way of Riva Ridge Road, same iron rod being the beginning of a curve to the left;

THENCE N 81° 04' 04" E along the southeast right-of-way of Riva Ridge Road with the chord of said curve to the left for a distance of 167.96 feet to a 1/2" iron rod set for corner, (Curve Data: central angle = 28° 07' 03", radius = 345.72 feet, arc = 169.66 feet, tangent = 86.57 feet);

THENCE S 32° 49' 41" E for a distance of 146.02 feet to a 1/2" iron rod set for corner;

THENCE S 37° 12' 06" W for a distance of 310.15 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

THENCE N 28° 18' 04" W along the edge of Frierson Lake for a distance of 40.00 feet to an iron rod set for angle point;

THENCE N 18° 06' 36" W along Frierson Lake for a distance of 167.29 feet to an iron rod set for angle point, same iron rod lying on the northeast line of the aforementioned Lot 12 of Woodlake Estates, Section Two, Phase II;

THENCE N 05° 07' 34" E along the aforementioned northeast line of Lot 12 for a distance of 150.03 feet to the PLACE OF BEGINNING and containing 1.30 acres of land, more or less.



Surveyed By: _____

Jerry Bishop
Jerry Bishop
Registered Public
Surveyor No. 2557
August, 1985

EXHIBIT A

TRACT 2

FIELD NOTES
OF A
1.57 ACRE TRACT (TRACT B)
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS

Field notes of a 1.57 acre tract or parcel of land lying and being situated in the Thomas Henry Survey, Abstract No. 129, Brazos County, Texas and being a portion of a 250.47 acre tract conveyed to Frank Thurmond, Bernath Concrete Products Company, Warren C. Harmon, James Jett, and William Bassichis by James E. Frierson and Fred D. Maurer, Individually and as Trustees, Dennis H. Goehring, J. Stan Stephen and Henry Clay of the County of Brazos, State of Texas, Eric Hilton, John H. Lindsey, David Garza, Carl Galloway, Lovett Baker, Ernest Deal, and Kenneth L. Clayton, Independent Executor of the Estate of William Godfrey, deceased, of the County of Harris, State of Texas, as recorded by deed in Volume 380, Page 413 of the Official Records of Brazos County, Texas, said 1.57 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found marking the northernmost corner of Lot 12, Woodlake Estates, Section Two, Phase II, as recorded by plat in Volume 462, Page 549 of the Official Records of Brazos County, Texas, same iron rod lying in a curve on the southeast right-of-way of Riva Ridge Road;

THENCE S 05° 07' 34" W along the northeast line of the aforementioned Lot 12 for a distance of 150.03 feet to a 1/2" iron rod set for angle point, same iron rod lying on the edge of Frierson Lake;

THENCE S 18° 06' 36" E along the edge of Frierson Lake for a distance of 167.29 feet to a 1/2" iron rod set for angle point;

THENCE S 28° 18' 04" E along the edge of Frierson Lake for a distance of 40.00 feet to a 1/2" iron rod set for the PLACE OF BEGINNING and corner;

THENCE N 37° 12' 06" E for a distance of 310.15 feet to a 1/2" iron rod set for corner;

THENCE N 32° 49' 41" W for a distance of 146.02 feet to a 1/2" iron rod set for corner and the beginning of a curve to the left, same iron rod lying on the southeast right-of-way of Riva Ridge Road;

THENCE N 65° 54' 49" E along the southeast right-of-way of Riva Ridge Road with the chord of said curve to the left for a distance of 13.22 feet to an iron rod found for end of curve, (Curve Data: central angle: 02° 11' 27", radius = 345.72, arc = 13.22 feet, tangent = 6.61 feet);

THENCE N 64° 49' 06" E along the southeast right-of-way of Riva Ridge Road for a distance of 62.49 feet to an iron rod found for corner, same iron rod lying on the edge of Frierson Lake;

EXHIBIT A

TRACT 2

FIELD NOTES
OF A
1.57 ACRE TRACT
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS
(CONTINUED)

THENCE S 32° 49' 41" E along the edge of Frierson Lake for a distance of 148.44 feet to a 1/2" iron rod set for angle point;

THENCE S 21° 23' 32" E along the edge of Frierson Lake for a distance of 64.18 feet to a 1/2" iron rod set for angle point;

THENCE S 28° 43' 45" E along the edge of Frierson Lake for a distance of 60.00 feet to a 1/2" iron rod set for corner;

THENCE S 35° 49' 37" W for a distance of 389.80 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

THENCE N 28° 18' 04" W along the edge of Frierson Lake for a distance of 171.99 feet to the PLACE OF BEGINNING and containing 1.57 acres of land, more or less.



Surveyed By: _____

Jerry Bishop

Jerry Bishop
Registered Public
Surveyor No. 2557
August, 1985

EXHIBIT A

VOL 939 PAGE 375

FIELD NOTES
OF A
1.22 ACRE TRACT (TRACT C)
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS

Field notes of a 1.22 acre tract or parcel of land lying and being situated in the Thomas Henry Survey, Abstract No. 129, Brazos County, Texas and being a portion of a 250.47 acre tract conveyed to Frank Thurmond, Bernath Concrete Products Company, Warren C. Harmon, James Jett, and William Bassichis by James E. Frierson and Fred D. Maurer, Individually and as Trustees, Dennis H. Goehring, J. Stan Stephen and Henry Clay of the County of Brazos, State of Texas, Eric Hilton, John H. Lindsey, David Garza, Carl Galloway, Lovett Baker, Ernest Deal, and Kenneth L. Clayton, Independent Executor of the Estate of William Godfrey, deceased, of the County of Harris, State of Texas, as recorded by deed in Volume 380, Page 413 of the Official Records of Brazos County, Texas, said 1.22 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found marking the northernmost corner of Lot 12, Woodlake Estates, Section Two, Phase II, as recorded by plat in Volume 462, Page 549 of the Official Records of Brazos County, Texas, same iron rod lying in a curve on the southeast right-of-way of Riva Ridge Road;

THENCE S 05° 07' 34" W along the northeast line of the aforementioned Lot 12 for a distance of 150.03 feet to a 1/2" iron rod set for angle point, same iron rod lying on the edge of Frierson Lake;

THENCE S 18° 06' 36" E along the edge of Frierson Lake for a distance of 167.29 feet to a 1/2" iron rod set for angle point;

THENCE S 28° 18' 04" E along the edge of Frierson Lake for a distance of 211.99 feet to a 1/2" iron rod set for the PLACE OF BEGINNING and corner;

THENCE N 35° 49' 37" E for a distance of 389.80 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

THENCE S 28° 43' 45" E along the edge of Frierson Lake for a distance of 56.16 feet to a 1/2" iron rod set for angle point;

THENCE S 03° 08' 51" W along the edge of Frierson Lake for a distance of 58.46 feet to a 1/2" iron rod set for angle point;

THENCE S 34° 24' 35" E along the edge of Frierson Lake for a distance of 57.89 feet to a 1/2" iron rod set for angle point;

THENCE S 10° 20' 29" W along the edge of Frierson Lake for a distance of 36.37 feet to a 1/2" iron rod set for angle point;

THENCE S 33° 42' 41" W for a distance of 275.82 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

EXHIBIT A

TRACT 3

FIELD NOTES
OF A
1.22 ACRE TRACT
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS
(CONTINUED)

THENCE N 50° 06' 04" W along the edge of Frierson Lake for a distance of 163.00 feet to the PLACE OF BEGINNING and containing 1.22 acres of land, more or less.



Surveyed By: _____

Jerry Bishop

Jerry Bishop
Registered Public
Surveyor No. 2557
August, 1985

EXHIBIT A

VOL 939 PAGE 377

TRACT 4

FIELD NOTES
OF A
1.21 ACRE TRACT (TRACT D)
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS

Field notes of a 1.21 acre tract or parcel of land lying and being situated in the Thomas Henry Survey, Abstract No. 129, Brazos County, Texas and being a portion of a 250.47 acre tract conveyed to Frank Thurmond, Bernath Concrete Products Company, Warren C. Harmon, James Jett, and William Bassichis by James E. Frierson and Fred D. Maurer, Individually and as Trustees, Dennis H. Goehring, J. Stan Stephen and Henry Clay of the County of Brazos, State of Texas, Eric Hilton, John H. Lindsey, David Garza, Carl Galloway, Lovett Baker, Ernest Deal, and Kenneth L. Clayton, Independent Executor of the Estate of William Godfrey, deceased, of the County of Harris, State of Texas, as recorded by deed in Volume 380, Page 413 of the Official Records of Brazos County, Texas, said 1.21 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found marking the northernmost corner of Lot 12, Woodlake Estates, Section Two, Phase II as recorded by plat in Volume 462, Page 549 of the Official Records of Brazos County, Texas, same iron rod lying in a curve on the southeast right-of-way of Riva Ridge Road;

THENCE S 05° 07' 34" W along the northeast line of the aforementioned Lot 12 for a distance of 150.03 feet to a 1/2" iron rod set for angle point, same iron rod lying on the edge of Frierson Lake;

THENCE S 18° 06' 36" E along the edge of Frierson Lake for a distance of 167.29 feet to a 1/2" iron rod set for angle point;

THENCE S 28° 18' 04" E along the edge of Frierson Lake for a distance of 211.99 feet to a 1/2" iron rod set for angle point;

THENCE S 50° 06' 04" E along the edge of Frierson Lake for a distance of 163.00 feet to a 1/2" iron rod set for the PLACE OF BEGINNING and corner;

THENCE N 33° 42' 41" E for a distance of 275.82 feet to a 1/2" iron rod set for angle point, same iron rod lying on the edge of Frierson Lake;

THENCE N 59° 51' 16" E along the edge of Frierson Lake for a distance of 30.96 feet to a 1/2" iron rod set for angle point;

THENCE S 75° 28' 03" E along the edge of Frierson Lake for a distance of 145.12 feet to a 1/2" iron rod set for corner;

THENCE S 31° 57' 00" W for a distance of 382.83 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

EXHIBIT A

TRACT 4

FIELD NOTES
OF A
1.21 ACRE TRACT
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS
(CONTINUED)

THENCE N 43° 13' 30" W along the edge of Frierson Lake for a distance of 114.18 feet to a 1/2" iron rod set for angle point;

THENCE N 50° 06' 04" W along the edge of Frierson Lake for a distance of 51.55 feet to the PLACE OF BEGINNING and containing 1.21 acres of land, more or less.



Surveyed By: _____

Jerry Bishop

Jerry Bishop
Registered Public
Surveyor No. 2557
August, 1985

EXHIBIT A

TRACT 5

FIELD NOTES
OF A
1.29 ACRE TRACT (TRACT E)
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS

Field notes of a 1.29 acre tract or parcel of land lying and being situated in the Thomas Henry Survey, Abstract No. 129, Brazos County, Texas and being a portion of a 250.47 acre tract conveyed to Frank Thurmond, Bernath Concrete Products Company, Warren C. Harmon, James Jett, and William Bassichis by James E. Frierson and Fred D. Maurer, Individually and as Trustees, Dennis H. Goehring, J. Stan Stephen and Henry Clay of the County of Brazos, State of Texas, Eric Hilton, John H. Lindsey, David Garza, Carl Galloway, Lovett Baker, Ernest Deal, and Kenneth L. Clayton, Independent Executor of the Estate of William Godfrey, deceased, of the County of Harris, State of Texas, as recorded by deed in Volume 380, Page 413 of the Official Records of Brazos County, Texas, said 1.29 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found marking the northernmost corner of Lot 12, Woodlake Estates, Section Two, Phase II as recorded by plat in Volume 462, Page 549 of the Official Records of Brazos County, Texas, same iron rod lying in a curve on the southeast right-of-way of Riva Ridge Road;

THENCE S 05° 07' 34" W along the northeast line of the aforementioned Lot 12 for a distance of 150.03 feet to a 1/2" iron rod set for angle point, same iron rod lying on the edge of Frierson Lake;

THENCE S 18° 06' 36" E along the edge of Frierson Lake for a distance of 167.29 feet to a 1/2" iron rod set for angle point;

THENCE S 28° 18' 04" E along the edge of Frierson Lake for a distance of 211.99 feet to a 1/2" iron rod set for angle point;

THENCE S 50° 06' 04" E along the edge of Frierson Lake for a distance of 214.55 feet to a 1/2" iron rod set for angle point;

THENCE S 43° 13' 30" E along the edge of Frierson Lake for a distance of 114.18 feet to a 1/2" iron rod set for the PLACE OF BEGINNING and corner;

THENCE N 31° 57' 00" E for a distance of 382.83 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

THENCE S 65° 19' 28" E along the edge of Frierson Lake for a distance of 60.96 feet to a 1/2" iron rod set for angle point;

THENCE S 31° 24' 41" E along the edge of Frierson Lake for a distance of 82.05 feet to a 1/2" iron rod set for corner;

THENCE S 29° 37' 00" W for a distance of 393.75 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

EXHIBIT A

TRACT 5

FIELD NOTES
OF A
1.29 ACRE TRACT
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS
(CONTINUED)

THENCE N 43° 13' 30" W along the edge of Frierson Lake for a distance of 155.00 feet to the PLACE OF BEGINNING and containing 1.29 acres of land, more or less.



Surveyed By: _____

Jerry Bishop

Jerry Bishop
Registered Public
Surveyor No. 2557
August, 1985

EXHIBIT A

VOL 939 PAGE 381

TRACT 6

FIELD NOTES
OF A
1.22 ACRE TRACT (TRACT F)
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS

Field notes of a 1.22 acre tract or parcel of land lying and being situated in the Thomas Henry Survey, Abstract No. 129, Brazos County, Texas and being a portion of a 250.47 acre tract conveyed to Frank Thurmond, Bernath Concrete Products Company, Warren C. Harmon, James Jett, and William Bassichis by James E. Frierson and Fred D. Maurer, Individually and as Trustees, Dennis H. Goehring, J. Stan Stephen and Henry Clay of the County of Brazos, State of Texas, Eric Hilton, John H. Lindsey, David Garza, Carl Galloway, Lovett Baker, Ernest Deal, and Kenneth L. Clayton, Independent Executor of the Estate of William Godfrey, deceased, of the County of Harris, State of Texas, as recorded by deed in Volume 380, Page 413 of the Official Records of Brazos County, Texas, said 1.22 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found marking the northernmost corner of Lot 12, Woodlake Estates, Section Two, Phase II as recorded by plat in Volume 462, Page 549 of the Official Records of Brazos County, Texas, same iron rod lying in a curve on the southeast right-of-way of Riva Ridge Road;

THENCE S 05° 07' 34" W along the northeast line of the aforementioned Lot 12 for a distance of 150.03 feet to a 1/2" iron rod set for angle point, same iron rod lying on the edge of Frierson Lake;

THENCE S 18° 06' 36" E along the edge of Frierson Lake for a distance of 167.29 feet to a 1/2" iron rod set for angle point;

THENCE S 28° 18' 04" E along the edge of Frierson Lake for a distance of 211.99 feet to a 1/2" iron rod set for angle point;

THENCE S 50° 06' 04" E along the edge of Frierson Lake for a distance of 214.55 feet to a 1/2" iron rod set for angle point;

THENCE S 43° 13' 30" E along the edge of Frierson Lake for a distance of 269.18 feet to a 1/2" iron rod set for the PLACE OF BEGINNING and corner;

THENCE N 29° 37' 00" E for a distance of 393.75 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

THENCE S 15° 25' 33" E along the edge of Frierson Lake for a distance of 110.70 feet to a 1/2" iron rod set for angle point;

THENCE S 31° 36' 11" E along the edge of Frierson Lake for a distance of 100.00 feet to a 1/2" iron rod set for corner;

THENCE S 34° 40' 18" W for a distance of 311.38 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

EXHIBIT A

TRACT 6

FIELD NOTES
OF A
1.22 ACRE TRACT
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS
(CONTINUED)

THENCE N 43° 13' 30" W along the edge of Frierson Lake for a distance of 145.00 feet to the PLACE OF BEGINNING and containing 1.22 acres of land, more or less.



Surveyed By: _____

Jerry Bishop

Jerry Bishop
Registered Public
Surveyor No. 2557
August, 1985

VOL 939 PAGE 383

EXHIBIT A

TRACT 7

FIELD NOTES
OF A
1.25 ACRE TRACT (TRACT G)
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS

Field notes of a 1.25 acre tract or parcel of land lying and being situated in the Thomas Henry Survey, Abstract No. 129, Brazos County, Texas and being a portion of a 250.47 acre tract conveyed to Frank Thurmond, Bernath Concrete Products Company, Warren C. Harmon, James Jett, and William Bassichis by James E. Frierson and Fred D. Maurer, Individually and as Trustees, Dennis H. Goehring, J. Stan Stephen and Henry Clay of the County of Brazos, State of Texas, Eric Hilton, John H. Lindsey, David Garza, Carl Galloway, Lovett Baker, Ernest Deal, and Kenneth L. Clayton, Independent Executor of the Estate of William Godfrey, deceased, of the County of Harris, State of Texas, as recorded by deed in Volume 380, Page 413 of the Official Records of Brazos County, Texas, said 1.25 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron rod found marking the northernmost corner of Lot 12, Woodlake Estates, Section Two, Phase II as recorded by plat in Volume 462, Page 549 of the Official Records of Brazos County, Texas, same iron rod lying in a curve on the southeast right-of-way of Riva Ridge Road;

THENCE S 05° 07' 34" W along the northeast line of the aforementioned Lot 12 for a distance of 150.03 feet to a 1/2" iron rod set for angle point, same iron rod lying on the edge of Frierson Lake;

THENCE S 18° 06' 36" E along the edge of Frierson Lake for a distance of 167.29 feet to a 1/2" iron rod set for angle point;

THENCE S 28° 18' 04" E along the edge of Frierson Lake for a distance of 211.99 feet to a 1/2" iron rod set for angle point;

THENCE S 50° 06' 04" E along the edge of Frierson Lake for a distance of 214.55 feet to a 1/2" iron rod set for angle point;

THENCE S 43° 13' 30" E along the edge of Frierson Lake for a distance of 414.18 feet to a 1/2" iron rod set marking the PLACE OF BEGINNING;

THENCE N 34° 40' 18" E for a distance of 311.38 feet to a 1/2" iron rod set for corner, same iron rod lying on the edge of Frierson Lake;

THENCE S 31° 36' 11" E with the edge of Frierson Lake for a distance of 95.27 feet to a 1/2" iron rod set for angle point;

THENCE S 26° 24' 16" E along the edge of Frierson Lake for a distance of 88.82 feet to a 1/2" iron rod set for angle point;

THENCE S 00° 43' 24" W along the edge of Frierson Lake for a distance of 72.55 feet to a 1/2" iron rod set for corner;

TRACT 7

FIELD NOTES
OF A
1.25 ACRE TRACT
THOMAS HENRY SURVEY, ABSTRACT NO. 129
BRAZOS COUNTY, TEXAS
(CONTINUED)

THENCE S 65° 45' 45" W with the edge of Frierson Lake for a distance of 65.37 feet to a 1/2" iron rod set for corner;

THENCE S 31° 15' 12" E along the edge of Frierson Lake for a distance of 135.35 feet to a 1/2" iron rod set for angle point;

THENCE S 57° 17' 08" E along the edge of Frierson Lake for a distance of 70.31 feet to a 1/2" iron rod set for angle point;

THENCE S 34° 27' 44" W with the edge of Frierson Lake for a distance of 48.61 feet to a 1/2" iron rod set for corner;

THENCE N 82° 52' 47" W along the edge of Frierson Lake for a distance of 55.12 feet to a 1/2" iron rod set for corner;

THENCE N 19° 51' 24" W along the edge of Frierson Lake for a distance of 61.31 feet to a 1/2" iron rod set for angle point;

THENCE N 32° 27' 25" W with the edge of Frierson Lake for a distance of 131.39 feet to a 1/2" iron rod set for corner;

THENCE S 73° 22' 53" W with the edge of Frierson Lake for a distance of 76.55 feet to a 1/2" iron rod set for angle point;

THENCE N 63° 24' 36" W with the edge of Frierson Lake for a distance of 98.99 feet to the PLACE OF BEGINNING and containing 1.25 acres of land, more or less.



Surveyed By: _____

Jerry Bishop
Jerry Bishop
Registered Public
Surveyor No. 2557
August, 1985