

4118

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

3820

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WASHINGTON §

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by Ward ECP, JV ("Declarant").

WHEREAS, Declarant is the owner of that certain 143.218 acres of land more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, located in Washington County, Texas ("the Property");

WHEREAS, Declarant desires to impose upon the Property the covenants, conditions and restrictions herein set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and the Declarant.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to The Meadows of Chappell Hill Land Owners Association, Inc., its successors and assigns.

Section 2. "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any Tract out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" (IF ANY), shall mean all real property owned by the Association for the common use and benefit of the Owners of the Tracts including any parklands and easements as shown on the recorded subdivision map of the Property.

Section 5. "Tract" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision map of the Property but excluding the Common Area.

Section 6. "Declarant" shall mean and refer to Ward ECP, JV, and its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Tracts in the undeveloped state, but shall not include any purchaser of one or more developed Tracts. For the purposes of this Declaration, "Developed Tract" shall mean any parcel of land subdivided out of the Property.

Exhibit Not Attached
When Filed On June 17, 2005

Section 7. "ACC" shall mean the Architectural Control Committee.

Section 8. "Main Roads" shall mean, as shown on the recorded subdivision map of the Property.

ARTICLE II
USE RESTRICTIONS AND ARCHITECTURAL CONTROLS

Section 1. Construction of Improvements. Each Tract shall be used only for single-family residence purposes and improvements for agricultural use as defined hereafter.

- 1.01 The main residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than five (5) cars, and other structures (including guest houses or servants' quarters). Other structures shall not exceed the main residence in height and may be permanently occupied only by a member of the family occupying the main residence on the Tract, ranch manager and employees, or by domestic servants employed on the premises. The design of other structures shall be consistent with the main residence.
- 1.02 Barns, sheds, storage buildings, and other structures for agricultural use are permitted. These improvements must be specifically approved by the ACC. A barn may include an apartment for employees or a guest house.
- 1.03 Manufactured and/or mobile homes and recreational vehicles for use as a primary residence are strictly prohibited.
- 1.04 Manufactured and/or modular homes permanently affixed to a foundation are prohibited unless specifically approved by the ACC. When considering manufactured and/or modular homes, the ACC shall consider the appearance of the manufactured and/or modular homes with respect to conventional construction.
- 1.05 Carports are prohibited unless specifically approved by the ACC.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Tract until the construction plans and specifications and a site plan showing the location of the structure or improvements have been submitted to and approved, in writing by the ACC, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation and consistent with a design that is compatible with the country setting and style in the Washington-Chappell Hill area. Unconventional, extreme, and nonconforming design is discouraged. The ACC shall exercise sound discretion when considering contemplated improvements. The initial members of the ACC shall be Terry S. Ward, Randy L. Hodde, and Isabelle Orrick. If there exists at any time one or more vacancies in the ACC, the remaining member or members of the ACC may designate successor member(s) to fill such vacancy or vacancies. The ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the ACC fails to indicate its approval or disapproval within sixty (60) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Declarant hereby retains its right to assign the duties, powers and responsibilities of the ACC to the Association when one hundred percent (100%) of all Tracts and

any other areas annexed to the Property have been conveyed to Owners, and the term "Architectural Control Committee" or "ACC" herein shall include the Association as such assignee. The approval or lack of disapproval by the ACC shall not be deemed to constitute any warranty or representation by the ACC including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. The Association may charge a reasonable fee not to exceed the sum of \$250.00 to retain an architect to review plans engineering and specifications for improvements.

Section 3. Minimum Square Footage Within Improvements. The living area of the main residential structure (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) shall not be less than two thousand (2,000) square feet. The ACC, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances when in its sole judgment, such deviations would result in a beneficial common use consistent with the Subdivision. Such approvals must be granted in writing in recordable form and when given shall become a part of these restrictions to the extent of the particular tract involved.

Section 4. Exterior Materials. Unless otherwise approved by the ACC, in its sole and exclusive discretion, the exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry, stucco, log, hardiplank, cedar, or other wood siding. Subject to the Use Restrictions and Architectural Controls set out in this Article II, manufactured residences permanently attached to a slab or pier and beam foundation shall be permitted.

Section 5. Location of the Improvements Upon the Tract. No building or other improvements shall be located on any Tract nearer than:

- a. eighty feet (80') to the Main Roads; and
- b. twenty feet (25') to the side or rear Tract line.

Section 6. Composite Building Site. Any Owner of one or more adjoining Tracts may consolidate such Tracts into one single-family residence building site with the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Tract lines rather than from the singular Tract lines.

Section 7. Easements. 7.01 As shown on the recorded plat, easements for installation and maintenance of utilities are reserved (or will be reserved) by Declarant, and no structure of any kind shall be erected upon any of said easements.

The owner shall maintain the easements described in Sections 7.01 on the side facing and running along the roads from corner point to corner point of owner's property. FROM YOUR PROPERTY LINE TO THE EDGE OF THE ROAD PAVEMENT. Maintaining includes but is not limited to cutting of the drainage ditches, keeping the easement area clean and free of debris and trash. Neither Declarant nor any utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easements.

As shown on the recorded plat, the easements for the Main Roads are wider than the actual paved surface of the Main Roads. The Main Roads shall be constructed according to plans and specifications approved by Washington County, Texas, for maintenance by Washington County, Texas. However, each Tract Owner shall be solely responsible for the maintenance of any driveways from a Main Road to the Tract from that point where such driveways tie into the Main Road.

Additionally, each tract owner is responsible and shall cut the grass and maintain the surface of any easement, ditch areas or unimproved right of way from the main road that borders their property.

Section 8. Prohibition of Trade and Offensive Activities. No retail, industrial, multifamily construction, office building, or mixed use commercial construction, shall be allowed on any Tract. Noxious or offensive activities of any sort including loud noises or anything done on any Tract that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted.

Section 9. Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Tract at any time as a primary residence. Buildings used for accessory or storage purposes shall be limited to not more than two and one-half (2-1/2) stories in height and shall be subject to approval of the ACC. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and slightly and shall be removed immediately after completion of construction.

Section 10. Storage of Automobiles, Boats, Trailers and other Vehicles. No boat trailers, boats, travel trailers, automobiles, trucks, tractor-trailers, campers or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Tract. No inoperable boat trailers, boats, travel trailers, automobiles, trucks, tractor-trailers, campers or vehicles of any kind shall be semi-permanently or permanently stored on any Tract.

Section 11. Mineral Operations. No oil, gas or other mineral drilling, development operations, refining, quarry, or mining operations of any kind shall be conducted or permitted upon or in any Tract. No wells (excluding water wells and septic tanks), tanks, tunnels, mineral excavation, or shafts shall be conducted or permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Tract.

Section 12. Agricultural Use. For purposes hereof, the term "agricultural use" shall be limited as follows:

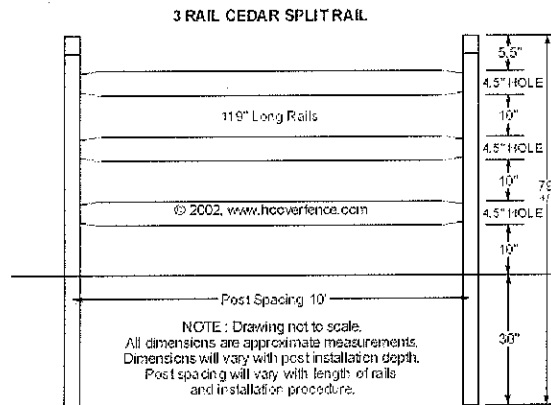
- 12.01 Raising of livestock, and poultry shall be permitted; however, commercial feed tract type operations and commercial poultry & swine operations are strictly prohibited.
- 12.02 Livestock shall be limited to one (1) animal unit per acre, except sheep or goats which shall be limited to two (2) animal units per acre shall be allowed. Swine shall be limited to one (1) animal units per three (3) acres.
- 12.03 Any animal with un-weaned offspring shall be deemed and considered to be a single animal unit. Otherwise each head of cattle or other livestock shall be deemed to a single animal unit.
- 12.04 Where a combination of types of animal units are kept on a tract, the total number allowed shall be determined by allocating one (1) acre per animal unit, regardless of kind, except for sheep and goats, in which case two animal units shall be allowed to the acre(s) allocated for sheep or goats.

- 12.06 Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit", provided they are kept, bred or maintained for non-commercial purposes.
- 12.07 All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Tracts.
- 12.08 All pens, houses, and other areas where poultry including chickens, geese, ducks, turkey, and guineas are raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Tracts.
- 12.09 No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing property damage shall be discharged on any part of the Property, except as follows:
- a. for the protection of Owners of the Tracts and their property or animals from predators or nuisance varmints;
 - b. Upon written permission of the Association.
 - c. The Association has the right to adopt rules and regulations concerning the use of firearms on the Property.
- 12.10 The Association has the right to adopt rules and regulations concerning the use of unlicensed motorcycles, go-carts and similar motorized vehicles and may at its discretion eliminate their use if such operation creates a safety hazard, excessive noise or annoyance to Owners of the Tracts.

Commercial activity, whether for profit or not, open to the public or business invitees is prohibited. Similarly, except for limited agricultural use as above provided, commercial use that involves, directly or indirectly, the storage, warehousing and/or distribution of goods or services is prohibited. See Section 8 above.

Section 13. Walls, Fences and Hedges. As part of the common scheme and plan as shown on the recorded plat, Owner is not required to fence, however, if Owner chooses to fence the main road frontage on the Main Roads shall be fenced and constructed as specified hereafter ("the Main Road Fence"). The specifications for the Main Road Fence are as follows:

13.01 The Main Road Fence shall be constructed of a three (3) split-rails made of cedar. See Detail Drawing (Below)



Any other privacy walls, fences, or hedges that obstruct views of the Tracts from the Main Roads shall be approved by the ACC prior to commencing construction. Any privacy walls, fences, or hedges erected on a Tract by Declarant, or its assigns, shall pass ownership with title to the Tract, and it shall be Owners of the Tracts responsibility to maintain said walls, fences, or hedges thereafter. Hurricane-type or chain-link fences are strictly prohibited and forbidden, and no variance for same will be granted.

Section 14. Tract Maintenance. The Owner or occupants of all Tracts shall at all times keep all weeds and grass thereon cut in a sanitary healthful, attractive manner and shall in no event use any Tract for storage of vehicles, material, and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Each Tract owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Tract (or on an as needed basis) as long as such service is not provided and required by a municipality. The Association may, at its option, require each Tract Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article III hereof. In the event of default on the part of the Owner or occupant of any Tract in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant, or its assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Tract, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Tract in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Tract for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Tract to pay such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum.

Section 15. Trash containers, dumpsters or any object holding or storing trash. Trash containers, dumpsters or any object holding or storing trash must be out of site of the all public or private roads surrounding or going through The Meadows Of Chappell Hill. Storing or placing and trash containers, dumpsters or any object holding or storing trash at or near driveway near the road, or the road frontage of property is strictly prohibited.

Moveable Trash containers may be put at the entrance of a tract near the road, the night before or the morning of a scheduled trash pickup day by a hired garbage company and hauler.

The moveable containers shall be removed from the road area the same day of the trash pickup day.

Section 16. Mail boxes, newspaper holders. The placement of mail boxes, newspaper holders or any other containers or apparatus to receive deliveries or for pick up of items must be within 20 feet (on either side) of the driveway. Additionally, mail boxes, newspaper holders shall be installed or mounted on the same pole or supporting device. All other containers or apparatus to receive deliveries or used to hold materials or items for pick up, must be approved by the ACC.

Section 17. Signs, Advertisements and Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view of any Lot except one sign for each building site, of not more than four feet by four feet (4' x 4'), advertising the property for sale, provided that Declarant, or its assigns, may maintain, as long as it owns property in the Subdivision, in or upon such portions of the Property as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 18. Roofing Materials. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with composition shingles, metal or slate acceptable to and approved by the ACC. Any other type of roofing material shall be permitted only at the sole discretion of the ACC upon written request.

Section 19. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Tract, residences, or buildings except as approved by the ACC. Television antennae may be attached to the residence provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall or on a sidewall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than fifty feet (50') from ground level and must have ACC approval as to the placement of the antennae on the tract. No portion of any Tract shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility.

Section 20. Re-subdivision. Declarant may subdivide any of the Tracts at its discretion. A Tract Owner may subdivide a Tract; provided however, each subdivided Tract shall have not less than thirty (30) acres once subdivided. The location of improvements on any subdivided Tract shall comply with the setbacks in Section 5 above. All subdividing by an Owner must be approved by the ACC and platted to the rules and laws of Washington County and the State of Texas.

Section 21. Septic Systems. Prior to occupancy of a home, or any livable building each Tract Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining tracts, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

Section 22. Water System. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Declarant, in the case of each Tract owned within the Property hereby covenants, and each Owner of any Tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, for repayment of funds borrowed and used in payment of capital improvements, (3) other assessments for mowing tracts, removing trash, or other purposes. Such assessments shall be established and collected as hereinafter provided. The annual, monthly, and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Tract and shall be a continuing lien upon the Tract against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Tract at the time when the assessment fell due. Appropriate recitations in the deed conveying each Tract will evidence the retention of a vendor's lien by Declarant for the purpose of securing payment of said charge assigned to the Association without recourse on Declarant in any manner for the payment of said charge and indebtedness. Declarant/developer and general partner shall be exempt from all assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Tracts within the Property and for the improvements and maintenance of the Common Area, if any.

Section 3. First Assessment Payment and Maximum Annual Assessment.

Assessments will start two (2) years following the conveyance of the first Tract to an Owner. The maximum annual assessment (not including assessments for water and trash, service and other special assessments) shall be the sum of \$150 of each Tract. From and after January 1, of the second year immediately following the conveyance of the first Tract in the Subdivision, to an Owner, the maximum annual assessment may be increased ten percent (10%) of the maximum assessment for the previous year by an affirmative vote of fifty percent (50%) of the votes of the Owners of the Tracts, each Owner or Owners of the Tracts being entitled to one vote per each Tract owned, who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum. Declarant may exclude any Tract that is sold to an adjoining landowner for agricultural use only from maintenance assessments for so long as such Tract is used for agricultural use only but not otherwise.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Owners of the Tracts who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of Article III shall be mailed (by U.S. first class mail) to all Owners of the Tracts not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners of the Tracts or of proxies entitled to cast sixty percent (60%) of all the votes of the Owners of the Tracts shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such

subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 6. Rate of Assessment. All Tracts in the Subdivision shall commence to bear their applicable maintenance fund assessment simultaneously and Tracts in the Subdivision that are owned by Declarant are exempt from assessment. Tracts that are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Tracts in the Subdivision that are not occupied by a resident and which are owned by, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Tract, within a calendar year, can change as the character of ownership and the status of the occupancy by a resident changes, and the applicable assessment for such Tract shall be prorated according to the rate required during each type of ownership. The rate of assessment for water and trash service shall be set by the Declarant or the Board of Directors of the Association, whichever is in charge of such at the time.

Section 7. Date of Commencement of Assessments: Due Dates. The annual and monthly assessments provided for herein shall commence as to all Tracts in the Subdivision, two (2) years when the first tract therein is deeded to an owner, a builder or building company by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed (by U. S. first class mail) to every Owner subject thereto. The Board of Directors shall establish the payment dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Tract involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, if any, or abandonment of his Tract.

Section 9. Subordination of the Lien to Mortgages. The lien of all the assessments provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular tract involved. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Tract.

ARTICLE IV
GENERAL PROVISIONS

Section 1. Enforcement. All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Owner's Easement of Enjoyment Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every tract subject to the following provisions:

- 2.01 The right of the Association to charge reasonable admission and other fees for the use of the Common Area, if any.
- 2.02 The right of the Association to suspend the voting rights and right to use of the Common Area, if any, by an Owner for any period during which any assessment against his Tract remains unpaid; and for a period not to exceed sixty (60) days from each infraction of its published rules and regulations.
- 2.03 The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners of the Tracts. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the Owners of the Tracts agreeing to such dedication or transfer has been recorded in the Deed Records of Washington County, Texas.

Section 3. Delegation of Use. In accordance with the Bylaws of the Association, any Owner may delegate his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants or contract purchasers who reside on the property.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first fifty (50) year period by an instrument signed by those Owners of the Tracts owning not less than ninety percent (90%) of the Tracts, and thereafter by an instrument signed by those Owners of the Tracts owning not less than seventy-five percent (75%) of the Tracts. Declarant may amend this Declaration without approval or consent of Owners of the Tracts by an instrument signed by it any time during a period ending on the earlier of two (2) years from the date hereof or when the Declarant has sold ninety percent (90%) of the Tracts. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Deed Records of Washington County, Texas.

Section 5. Annexation. Declarant may annex additional residential property and/or Common Area to the Property without approval or consent of Owners of the Tracts.

Section 6. Gender and Number. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 7. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

Section 8. Execution by the Association. The Association, by joining in the execution hereof agrees to be bound by all the terms and provisions of this Declaration.

Section 9. Retention of Rights By Declarant. Declarant retains the right to enforce deed restrictions by Declarant or Declarant's agent being an additional member to the board of directors for a period of ten (10) years after all tracts are sold. Declarant will advise board of directors of the Association of any failure to comply with the deed restrictions and bylaws. Declarant may enforce deed restrictions and bylaws of the Meadows of Chappell Hill Declaration of Covenants, Conditions, and Restrictions. Declarant or Declarant's Agent must remain actively engaged in board function, defined as attending 90% of all meetings in person.

SIGNED the 15th day of June 2005.

DECLARANT:

Ward ECP, JV

By: CHAPPELL HILL COUNTRY MEADOWS, LLC, General Partner

BY: Terry S. Ward 6-15-2005
Terry S. Ward, President

By: WARD MEADOWS DEVELOPMENT, LLC, General Partner

BY: Terry S. Ward 6-15-2005
Terry S. Ward, President

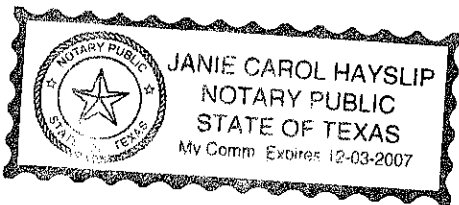
THE STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on June 15th, 2005, by Terry S. Ward, President of CHAPPELL HILL COUNTRY MEADOWS, LLC, General Partner of WARD ECP, JV., a Texas joint venture, on behalf of said joint venture and in the capacity therein stated.

Janie Carol Hayslip
Notary Public, State of Texas



VOL. 1167 PAGE 200

VOL. 1165 PAGE 638

THE STATE OF TEXAS

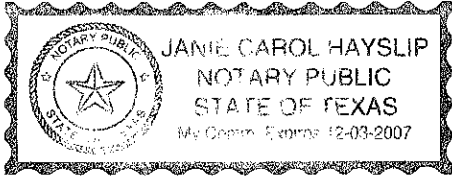
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on June 15th, 2005, by Terry S. Ward, President of WARD MEADOWS DEVELOPMENT, L.L.C., General Partner of WARD ECP, JV., a Texas joint venture, on behalf of said joint venture and in the capacity therein stated.

Jane Carol Hayslip

Notary Public, State of Texas



CONSENT AND SUBORDINATION

INTERNATIONAL BANK OF COMMERCE ("Lienholder") joins herein solely for the purpose of subordinating the liens held by it of record upon the Property to the covenants, conditions and restrictions hereby imposed by Declarant with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this Declaration.

INTERNATIONAL BANK OF COMMERCE

By: 

Name: Chris Bourne

Title: Vice President

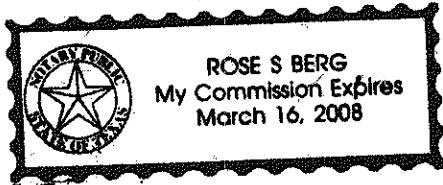
STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 16 day of June, 2005, by Chris Bourne, vice president, of INTERNATIONAL BANK OF COMMERCE, a lienholder on behalf of said declarant..

Rose S. Berg
Notary Public in and for the State of Texas



STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

JUN 20 2005



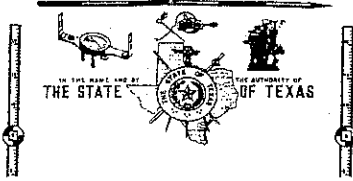
Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

FILED FOR RECORD
WASHINGTON COUNTY, TX.

05 JUN 17 AM 9:51

BETH A. ROTHERMEL
WASHINGTON CO. CLERK

EXHIBIT "A"



HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying
 613 East Horton Street
 Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
 FAX: (979) 836-5683
 www.hoddesurveying.com

W. O. No. 5074

THE STATE OF TEXAS
 COUNTY OF WASHINGTON

FRANK & MARILYN RICHARDSON
 FAMILY LIMITED PARTNERSHIP TO
 DEMENT WARD, LLP

SURVEYOR'S LEGAL DESCRIPTION

143.218 ACRES

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, part of the Simon Miller Survey, A-88, being a resurvey of the same land described as 143.000 acres in the deed from Milton L. Routt, et ux, to Frank H. Richardson, et ux, dated July 11, 1983, as recorded in Volume 452, Page 662, in the Deed Records of Washington County, Texas, or being part of the same land called 74.4 acres, 25 acres, and 50 acres, as conveyed in the deed from Frank H. Richardson and Marilyn J. Richardson to The Frank and Marilyn Richardson Family Limited Partnership, dated November 10, 1994, as recorded in Volume 757, Page 221, in the Official Records of Washington County, Texas, said land being described as Second Tract 50.0 acres, Third Tract 25 acres, and Fourth Tract 74.4 acres in the deed from William A. Routt, et al, to Milton L. Routt, dated July 24, 1972, as recorded in Volume 313, Page 512, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows.
 To-Wit:

BEGINNING at a ½ inch iron rod found at a 6 inch Cedar fence corner post for the Southwest corner hereof and of said original tract called 143.000 acres, Volume 452, Page 662, in said Deed Records, being the Northwest corner of the John Whitmire, et ux, tract called 118.558 acres as described in Volume 604, Page 369, in said Official Records, also being on the East line of the John Whitmire tract called 158.035 acres as described in Volume 601, Page 493, in said Official Records;

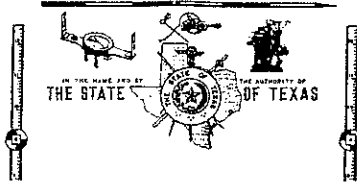
THENCE along the East deed lines of said John Whitmire tract called 158.035 acres for West lines hereof, being along or near an existing fence, as follows; N 14°05'33" E 612.81 feet to a ½ inch iron rod found in fence line, N 13°57'10" E 907.93 feet to corner at a 16 inch Elm Tree fence angle and N 12°25'38" E at 414.18 feet pass a ½ inch iron rod found at a 6 inch Cedar fence corner post for reference and at a total distance of 448.56 feet to corner in the center of Little Cedar Creek for the Northwest corner hereof, being on a South line of the Albin Kubezcka, et ux, tract called 55.6 acres as described in Volume 201, Page 463, in said Deed Records, and being the Northeast corner of said John Whitmire tract called 158.035 acres;

THENCE along the center of said Little Cedar Creek for division lines of this tract and said Kubezcka tract and the Billy D. Hyman Family Trust (Bonnie Hyman, Trustee) tract called 146.992 acres as described in Volume 817, Page 484, in said Official Records with its meanders as follows: S 84°27'50" E 26.05 feet, S 79°07'42" E 87.94 feet, S 61°35'02" E 89.29 feet, S 82°07'17" E 43.37 feet, N 51°12'29" E 137.61 feet, N 28°48'42" E 42.63 feet, N 12°50'56" E 147.17 feet, N 35°52'03" E 17.42 feet, N 07°57'57" E 18.56 feet, N 39°17'57" E 168.49 feet, N 56°48'35" E 43.84 feet, N 38°15'28" E 42.38 feet, N 51°29'50" E 24.13 feet, N 42°07'16" E 52.38 feet, N 24°57'26" E 32.22 feet, N 38°45'33" E 66.91 feet, N 53°13'10" E 62.59 feet, N 33°41'26" E 72.60 feet, N 66°49'30" E 37.97 feet, N 74°52'58" E 60.94 feet, S 54°35'49" E 7.40 feet, S 20°24'58" E 13.20 feet, S 73°11'44" E 31.48 feet, N 80°37'19" E 16.07 feet, S 85°31'30" E 59.66 feet, S 46°09'18" E 51.63 feet, S 28°37'28" E 29.67 feet, S 13°06'22" W 39.50 feet, S 72°37'45" W 33.44 feet, S 62°03'56" W 28.29 feet, S 54°37'26" W 95.80 feet, S 02°04'08" W 27.98 feet, S 14°28'25" E 31.90 feet, S 69°30'16" E 25.30 feet, S 75°41'35" E 49.50 feet, S 09°14'29" E 34.10 feet, S 22°24'14" W 35.17 feet, S 14°23'08" E 199.48 feet,

EXHIBIT "A"

HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying
 613 East Horton Street
 Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
 FAX: (979) 836-5683
 www.hoddesurveying.com



S 34°29'05" E 137.85 feet, N 81°32'28" E 28.79 feet, N 30°33'32" E 118.04 feet, N 09°42'18" E 34.93 feet, N 02°45'53" W 27.10 feet, N 25°53'43" W 35.10 feet, N 03°08'39" E 37.85 feet, N 02°03'09" W 14.76 feet, N 10°47'27" W 33.70 feet, N 07°04'12" E 26.03 feet, N 22°05'55" E 36.22 feet, N 32°52'24" E 26.52 feet, N 66°44'04" E 52.00 feet, N 71°11'12" E 48.63 feet, N 79°45'01" E 51.96 feet, N 62°31'13" E 23.42 feet, N 51°05'36" E 55.70 feet, N 64°46'51" E 89.53 feet, N 56°59'51" E 70.92 feet, N 38°49'04" E 35.16 feet, N 33°00'20" E 33.01 feet, N 27°34'15" E 75.02 feet, N 40°10'47" E 36.32 feet, S 84°37'42" E 14.92 feet, N 84°57'51" E 33.73 feet, N 61°31'58" E 9.36 feet, S 88°13'48" E 46.70 feet, S 49°26'02" E 25.03 feet, S 37°53'18" E 101.93 feet, S 11°23'03" E 16.54 feet, S 01°05'48" E 44.74 feet, S 35°13'39" E 17.28 feet, S 65°07'51" E 27.53 feet, S 87°39'36" E 141.36 feet, S 74°28'43" E 41.96 feet, S 83°28'09" E 56.30 feet, and N 62°05'21" E 77.47 feet to corner in the center of said Little Cedar Creek for an exterior corner hereof, being an exterior corner of said Hyman tract;

THENCE along a North line hereof and of said original tract, S 87°13'25" E 53.53 feet to a 5/8 inch iron rod set with plastic ID. cap for the Northeast corner hereof, being on a West line of said Hyman tract, a 1/2 inch iron rod found bears N 81°08'23" W 2.06 feet;

THENCE along a West line of said Hyman tract for an East line hereof, S 02°34'31" E at 57.80 feet pass a 1/2 inch iron rod found at a 6 inch treated fence corner post for reference and at a total distance of 213.77 feet to a 5/8 inch iron rod set with plastic ID. cap on the West right of way line of F. M. Highway No. 2447E for a South corner of said Hyman tract;

THENCE along a curved portion of the West right of way line of said highway, being a curve to the left, through a central angle of 2°37'44", having a radius of 623.07 feet, a chord of S 01°30'02" E 28.58 feet, for an arc distance of 28.59 feet, to a concrete monument (Hwy. R/W Marker) found on the West right of way line of said highway at the end of said curved portion of same;

THENCE along a portion of the West right of way line of said highway for East lines hereof, being along or near an existing fence, as follows: S 02°48'54" E 826.54 feet to a concrete monument found (Hwy. R/W marker) on said right of way line, S 00°47'54" E 311.60 feet to a 5/8 inch iron rod set with plastic Id. cap, S 02°29'54" E at 271.07 feet pass a concrete monument (Hwy. R/W Marker) found on said right of way line and at a total distance of 1279.60 feet to a 5/8 inch iron rod set with plastic Id. cap on said right of way line at the beginning of a curved portion of same;

THENCE along a curved portion of the West right of way line of said highway for an East line hereof, being a curve to the right, through a central angle of 2°33'52", having a radius of 2814.79 feet, a chord of S 01°12'58" E 125.98 feet, for an arc distance of 125.99 feet, to a 5/8 inch iron rod set with plastic ID. cap on said right of way line in a curve of same, for a Southeast corner hereof, being at a point where the North line of the Emmett E. Heimsoth, et ux, tract called 15.25 acres as described in Volume 856, Page 337, in said Official Records, intersects said right of way line, a 1/2 inch iron rod found (called the Northeast corner of said Heimsoth tract) bears S 76°43'13" E 6.74 feet;

THENCE along the North line of said Heimsoth tract for a South line hereof, being along or near an existing fence, N 76°43'13" W 1579.44 feet to a 1/2 inch iron rod found at a 7 inch treated fence corner post for an interior corner hereof, being the Northwest corner of said Heimsoth tract;

THENCE along the West line of said Heimsoth tract and along the West line of the Jonathan Whittaker, et ux, tract called 10.028 acres as described in Volume 865, Page 878, in said Official Records, for East lines hereof, being along or near an existing fence, S 02°05'52" W 209.43 feet to a 1/2 inch iron rod found near a 5 inch Cedar fence corner post for the division corner of said Heimsoth tract and said Whittaker tract and S 02°12'51" W 305.32 feet to corner on the edge of bank of Colvin Branch for a lower Southeast corner hereof, being on the West line of said Whittaker tract and being a Northeast corner of said John Whitmire tract called 118.558 acres;

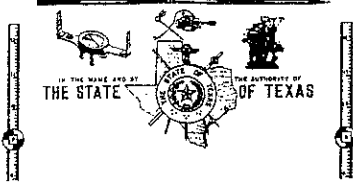


EXHIBIT "A"
HODDE & HODDE
LAND SURVEYING, INC.
Registered Professional Land Surveying
613 East Horton Street
Brenham, Texas 77833-2411

OFFICE PHONE: (979) 836-5681
FAX: (979) 836-5683
www.hoddesurveying.com

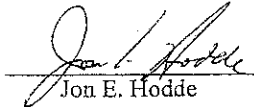
THENCE along the Northeast line of said John Whitmire tract called 118.558 acres for a Southwest line hereof, being along or near an existing fence, N 68°53'01" W 1339.45 feet to the place of beginning and containing 143.218 acres of land.

The bearings stated herein are relative to True North as obtained by GPS Observations, observed at Latitude: 30°09'27.97" N, Longitude: 96°13'38.85" W. (WGS-84)

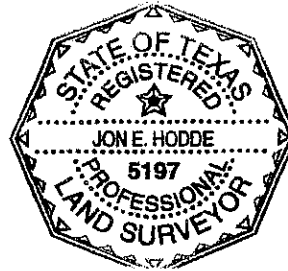
There was a separate survey map prepared in conjunction with this metes and bounds description.

I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing 143.218 acres of land are true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 27th day of May, 2005, A. D.


Jon E. Hodde
Registered Professional
Land Surveyor No. 5197

Sheet No. 3 of 3




STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this Instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

JUL - 5 2005




Beth Rothermel, County Clerk
Washington County, Texas

FILED FOR RECORD
WASHINGTON COUNTY, TX.
05 JUL - 1 PM 2:04
BETH A. ROTHERMEL
WASHINGTON CO. CLERK