

WEST WOOD BEND SUBDIVISION– PHASE 3

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is made at Lufkin, Texas, by **2007 Timberlands Ltd.**, a Texas general partnership (the "Declarant") whose mailing address is Post Office Box 3659, Lufkin, Texas 75903-3659.

Recitals

(A) Declarant is the owner of all that certain real property located in Angelina County, Texas, described as follows:

BEING 21.99 acres of land, more or less, in Angelina County, Texas, out of the S. H. Gann Survey, Abstract No. 692, which has been subdivided into Lots Numbers Forty-Two (42) through Forty-Nine (49), as shown on the official map or plat of WEST WOOD BEND SUBDIVISION– PHASE 3, a subdivision which is of record in Cabinet E, Slide 146-A, of the Map & Plat Records of Angelina County, Texas, record reference to which is here made for all purposes.

(B) The Declarant has devised a general plan for the entire Property which provides a common scheme of development designed to protect and safeguard the Property over a long period.

(C) This general plan will benefit the Property in general, the lots that constitute the Property, the Declarant, and each successive owner of any lot.

(D) Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitudes, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

Covenants, Conditions and Restrictions

NOW, THEREFORE, Declarant, in order to insure uniformity and harmony in the character of improvements and in order to maintain suitability, integrity and uniformity of the Subdivision for residential purposes and to carry out a general plan for the protection, benefit, use and convenience of every Owner of a lot or lots in WEST WOOD BEND SUBDIVISION– PHASE 3, a subdivision in Angelina County, Texas, as shown and described in that map and plat of said subdivision referred to above does hereby adopt the following restrictions and protective covenants and does hereby declare that all conveyances of said lots shall be subject to the following restrictions, covenants, easements and conditions (collectively called "Restrictive Covenants"), as herein adopted, which shall be continued to, and remain in effect, as covenants running with the land, and shall be binding on all parties presently owning or subsequently owning lots therein, and all persons claiming under them as herein provided, to-wit:

SECTION ONE

Definitions

1.01. Declarant. "Declarant" is the Developer, 2007 Timberlands Ltd., and its successors and assigns.

1.02. Owner. "Owner" is the record owner or owners of the fee simple title to any Lot in the Subdivision on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

1.03. Person. "Person" includes a natural person, a corporation, a partnership, and a personal representative of a natural person, a trustee or any other legal entity.

1.04. Subdivision. "Subdivision" is WEST WOOD BEND SUBDIVISION– PHASE 3, as shown by the Plat.

1.05. Lot and Plat. "Lot" is any one of the eight (8) plots of land shown on the plat and Subdivision map recorded in Cabinet E, Slides 146-A of the Map & Plat Records of Angelina County, Texas (the "Plat").

1.06. Lake Lot. "Lake Lot" is any one of the three (3) plots of land shown as Lots Forty-Four (44), Forty-Five (45) and Forty-Six (46) on the Plat recorded in Cabinet E, Slides 146-A of the Map & Plat Records of Angelina County, Texas (the "Plat"). In addition, Declarant may create additional Lake Lots to which these covenants apply on its property located on the Lake by subdividing the same, recording subdivision plats and maps, and a Declaration of Covenants, Conditions, and Restrictions.

1.07. Property. "Property" is all of the real property in the subdivision.

1.08. Resubdivision. "Resubdivision" is the use of less or more than a complete Lot for the construction of any house, including the combination of two or more lots for the construction of one house and the combination of Lots for the construction of more houses than the number of Lots combined.

1.09. Single Family Residence. "Single Family Residence" is a freestanding dwelling house located on a Lot, the use of which is restricted hereby.

1.10. Improvements. "Improvements" are structures, constructions and excavations, whether above or below grade, including but not limited to houses, garages, other buildings, utility installations, walkways, driveways, decks, patios, swimming pools, drains, carports, porte-cocheres, fences, antennae, window air conditioners, statuary, birdbaths or any additions, alterations and replacements thereto.

1.11. Attached Garage. "Attached Garage" is an enclosed garage that is part of the house it serves and shares at least one complete wall with the house.

1.12. Detached Garage. "Detached Garage" is an enclosed garage that is not part of the house it serves, and is connected to the house, if at all, by a covered walkway or breezeway.

1.13. Fence. "Fence" is a structure, made of wood, brick or masonry, which separates Lots or encloses a Lot.

1.14. Lake. The "Lake" as shown on the Plat, will be known as Lake West Wood Bend which is located on the Lake Lots as well as property contiguous to the Subdivision which is owned by Declarant and which has not yet been subdivided.

1.15. Lake & Dam Easement. That part or portion of the rear of each Lake Lot extending from the "Top Bank" line shown on the Plat or from the actual water's edge of the Lake (which ever area is larger) to the back of each Lake Lot, and including that portion of Lot 46 upon which the dam and "concrete swale" is located.

SECTION TWO

Size and Use of Lot

2.01. **Size**. Lot sizes cannot be changed without Declarant approval.

2.02. **Use**. No Owner shall occupy or use their Lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private Single-Family Residence for the Owner, the Owner's family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof. Notwithstanding the foregoing, an Owner may use their home for their own private, professional use as long as such use is not contrary to the primary use of the home as a residence or conflict with the intent of the Declarant to have an essentially residential community and the professional use does not require the repair, production or manufacturing of any item on a Lot or have any visibility or noise whatsoever evident from the exterior of the home. This exception to strictly residential use shall be narrowly defined and strictly enforced.

2.03. **Residential Use**. No structures shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling of one (1) story or two (2) stories in height (with the usual and customary necessary buildings). Only one residence shall be erected on each Lot. A residence may be occupied by one family only (plus not more than 2 household servants), which consists of:

- (a) Natural persons related by blood, adoption, or marriage; or
- (b) No more than 2 unrelated person living and cooking together as a single housekeeping unit.

Ancillary structures may be constructed on a Lot for the purposes of housing temporary guests of the Lot owner or adult family members. There will be no resubdivision of any Lot without Declarant's prior written consent.

2.04. **Prohibited Uses**. No mobile home, manufactured home, structures of a temporary character, tent, shack, barn, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot.

2.05 **Easements**. Declarant reserves the right to grant easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power and telephone line or lines, gas, sewer, storm, cable television or any other utility Declarant sees fit to install in, across or under the Subdivision. An Owner may grant easements and rights-of-way on their Lot for the purpose of constructing, maintaining and repairing a system or systems of electric power and telephone line or lines, gas, cable television or any other utility to provide such utility services to Owner's residence.

2.06. **Public Easements.** No Owner shall construct any street, or grant or create any easement for public use across any Lot if the effect of the construction of such street or the creation or granting of such access easement would be to provide public access to property which is not a part of the Subdivision.

2.07. **Lake & Dam Easements.** Easements are reserved over those parts and portions of each of the Lake Lots for Dam use and Lake use, as shown on the Subdivision Plat, in favor of the Association for the care, maintenance, repair, and replacement as necessary, of the Dam which impounds the water located in the Lake which will cover the easement portions of each of the Lake Lots.

2.07. **Lot Maintenance.** Each Owner is bound and obligated through the purchase of any Lot, to maintain the same and any improvements thereon, at the Owner's expense, in a safe, neat and attractive condition and otherwise in compliance with these Restrictive Covenants. Each Lake Lot Owner is bound and obligated through the purchase of any Lake Lot, to maintain the same and any improvements thereon to the edge of the Lake water level as the same may change from time to time, at the Owner's expense, in a safe, neat and attractive condition and otherwise in compliance with these Restrictive Covenants. Additionally, Owners are to cut the weeds, prune trees and remove dead, damaged or diseased trees; remove the garbage, trash and rubbish; repair, demolish or alter any improvement that is destroyed or damaged; mow and maintain easements in front, behind, and/or on the side of their Lot to the street or adjoining Lot or land. No trees larger than 2" inches in diameter shall be cut in designated green areas shown on the Plat on any Lot. In the event that an Owner should, in the opinion of the Declarant fail to comply with these Restrictive Covenants, Declarant may (but not obligated to) notify such Owner in writing of such non-compliance.

2.08. **Lake Use.** The use of the Lake by Owners of Lake Lots will be in accordance with the Lake Use Guidelines established as provided in Paragraph 6.07 hereof and no Owner of any Lake Lot will use the Lake or permit the use of the Lake in violation of the Lake Use Guidelines. No Persons other than Lake Lot Owners and their guest will be permitted to use the Lake.

SECTION THREE

Structures, Materials and Location

3.01. **Materials and Size.** All buildings or structures on the Subdivision shall be of new construction with the exception of certain approved materials normally used to decorate or accent the improvements. Roofs shall be wood, fiberglass or composition shingles weighing at least 280 pounds per square, or aluminum, slate, tile or other acceptable material. No windows may be covered with aluminum foil or other reflective or opaque material. No window air conditioner may be installed that is visible off the Lot. All residences shall contain not less than two thousand (2,000) square feet of living area, exclusive of porches, breezeways and patios and garages. The ground floor area of any 1.5 or 2 story house shall contain no less than 1,400 square feet. No above ground swimming pools will be permitted other than temporary toddler pools less than 18 inches high.

3.02. **Location.** No Single Family Residence will be located on any Lot nearer to the streets than the set back lines shown on the Plat. Any shop building, storage building or detach garage may not be located nearer to the front of a Lot than the rear the Single Family Residence constructed on the Lot.

3.03. **Garages.** All residences must include an enclosed garage (minimum of two cars and maximum of three cars) architecturally similar to the residence. Each Owner is encouraged to construct ample room for storage, garden equipment, vehicles, etc. as to regularly park their vehicles in an enclosed garage. The garage must have a peaked or pitched roof and be constructed with same material as the residence. The garage roof line height may not exceed the roof height of the residence. A garage may be converted into a part of the house only if the entrance to the garage does not face the street. If the garage is converted, another garage must be built on the Lot.

SECTION FOUR

Miscellaneous Activities

4.01 **Prohibited Activities.** No obnoxious or offensive activity may be permitted on any Lot that interferes with the quiet enjoyment of other owners, degrades property values or detracts from the aesthetic beauty of the Subdivision. No annoyance or nuisance is permitted. Owners must at all times maintain their Lot and home in a healthful, sanitary, neat and presentable condition. No trash, garbage, waste matter or debris of any kind shall be dumped or permitted to accumulate on said property. Prior to trash disposal and removal, trash, garbage, or other waste shall be temporarily kept in adequate containers, which shall be maintained in a clean and sanitary condition and screened by adequate planting or fencing so as to conceal them from the public view. Grass and weeds shall be mowed and dead, diseased or damaged trees shall be promptly removed or repaired.

4.02 **Vehicle Repair.** No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street or in areas visible from the street or adjoining properties. No disabled vehicles or equipment shall be stored on any Lot.

4.03. **Fences & Gates.** No R Panel, wire or chain link fences will be permitted on any Lot in the Subdivision, unless such wire or chain link fence is not visible from the street. All fencing shall be maintained in a neat state of repair. No solid site bearing fences will be constructed in front of any set back lines shown on the Plat nor will any fences be constructed on the green belt areas shown on the Plat. Ornamental fences may be constructed in front of set back lines shown on the Plat.

4.04. **Sewage Disposal.** Individual sewage-disposal system licensed by the applicable licensing authority in Angelina County shall be required on any Lot before any residence constructed thereon is occupied.

4.05. **Animals.** No Lot may be used for the commercial breeding of any animals. No Owner may maintain more than two horses on any Lot and no more than 1 cow per each 5 acre area of a Lot. No hogs, swine, goats, poultry, sheep or other animals may be kept on any Lot except temporarily as part of a bona fide FFA or youth organization project of a Lot resident. These restrictions do not prohibit keeping "pot belly" pigs as domestic pets. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets where such keeping (a) is or may become a nuisance or obnoxious to the occupants of neighboring property, or (b) is or may become a hazard to the health, welfare and well being of the community. No more than 3 dogs, cats or other household pets may be kept. All pets must be kept in a fenced area or on a leash or chain and are not permitted to roam. At all times, owners of dogs and cats must be able to exhibit licenses and current rabies vaccination documentation from a licensed veterinarian.

4.06. **Mineral Development.** No oil, drilling or development operations, or oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any Lot of this subdivision nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for use in drilling or boring for oil, natural gas, or other subsurface minerals or materials shall be erected, maintained or permitted upon the surface of any Lot. However, this restriction shall not operate to prevent such operations as may be authorized by owners of minerals and conducted from sites outside this Subdivision which do not disturb the surface use of this Subdivision or any Lot or Lots.

SECTION FIVE

Construction

5.01. **Completion.** All exterior Improvements, including residences, garages, driveways, sidewalks, culverts, required lighting, and mailboxes, must be completed in a reasonable length of time. A reasonable length of time for the completion of the exterior part of Improvements, residence or other structure shall be nine (9) months from the date the slab or foundation is poured or installed.

5.02 **Material Storage.** No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence improvements and then such material shall be placed within the property lines on the Lot or parcel of land upon which improvements are to be erected, and shall not be placed on the streets or between the curb and property line.

5.03 **Repair Damages.** In the event of damage to the home, the Owner must (within 90 days) begin repairing or demolishing the destroyed or damaged portion and diligently pursue the repairs to completion.

5.04 **Lighting.** No light may be installed on any Lot that interferes with the use of other lots in the Subdivision.

5.05 **Electrical.** Electric service to the Subdivision shall be governed by the "Electric Company" delivering electricity to this area. The electric service to each dwelling unit shall be uniform in character and shall be exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current, unless otherwise required by the Electric Company for residential use.

5.06 **Signs.** No sign of any kind shall be displayed to public view on any Lot or building except one sign of no more than six (6) square feet in area advertising the merits of the property for sale or rent. Notwithstanding the previous sentence, temporary signs recognizing the accomplishments of any resident or decorative seasonal signs shall be allowed. During the construction and sales period of the Lots, the Declarant may use other signs and displays to advertise the merits of the Lots for sale or rent, until such time as the Declarant has sold all lots owned by the Subdivision. Signage identifying the builder's company name and phone number may be placed on the Lot where he or she had contracted to build a home. The sign may not be any larger than twelve (12) square feet in size.

5.07 **Miscellaneous Items.** Self-contained toilets are permitted on Lots for construction use only. After completion of construction, all storage sheds and privies or outside toilets shall be removed from the site. All clothes lines, equipment, garbage cans, service yards, wood piles, refuse containers, or storage piles and household projects such as equipment or vehicle repair and construction projects shall be screened by planting or fencing from view.

SECTION SIX

Lake Lot Owners Association

6.01. **Creation.** The Owners of the Lake Lots in West Wood Bend Subdivision– Phase 3 and the Owners of Lake Lots in any future subdivision of the remaining property owned by Declarant on the Lake which will have Lake & Dam Easements for Lake West Wood Bend shall constitute the Association. Each Owner of a Lake Lot, including Declarant, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lake Lot in the Subdivision and any Lake Lot in any future subdivision of Declarant's property located on the Lake. Ownership of a Lake Lot in this Subdivision and Declarant's future subdivisions of its property located the Lake is the sole criterion for membership in the Association. All references in this Section Six to Owner or Owners will be references only to the Owner or Owners of Lake Lots.

6.02. **Number of Lake Lots.** Until such time as Declarant actually subdivides all of its remaining property located on the Lake, it will presumed that there will be a total of fourteen (14) Lake Lots so that each Lake Lot in the Subdivision will be responsible for no more than 1/14th of any dues or other assessments by the Association and the Owner of each Lake Lot in the Subdivision will have 1/14th of the Association's voting rights subject to Section 6.09. Of course, Declarant will be considered the Owner of any unsold subdivided Lake Lots and the presumed number of unsubdivided Lake Lots calculated by subtracting the number of Lake Lots which have actually been subdivided from fourteen (14). After all of Declarant's property which is located on the Lake is subdivided, the actual number of Lake Lots in the subdivisions will apply.

6.03. **Use of Lake & Dam Easements.** The Association shall, at all times, be entitled to use the Lake & Dam Easements for the purposes of operating and maintaining the Lake and maintaining, repairing and replacing the Dam as it determines to be necessary.

6.04. **Transfer of Membership.** Association membership can be transferred to the grantee of a conveyance of a Lake Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

6.05. **Management of Association.** The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

6.06. **Membership Voting, Elections, and Meetings.** Subject to Section 6.08, each Owner shall have one vote for each Lake Lot owned. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of not less than three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

6.07. **Lake Use Guidelines.** Reference is hereby made to those certain "Lake Use Guidelines", as issued and amended from time to time by Declarant and/or the Board which are incorporated herein for all purposes. However, if there is any conflict between these Restrictive Covenants and the terms of the "Lake Use Guidelines", the provisions of these Restrictive Covenants shall govern.

6.08. **Duties and Powers of Board.** Through the Board, the Association shall have the following powers and duties:

- (a) To amend the Lake Use Guidelines as issued by Declarant.
- (b) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (c) To enforce this Declaration, the Lake Use Guidelines, the bylaws, and its rules and regulations.
- (c) To elect officers of the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties based on the number of Lake Lots with each Owner's, including Declarant's, share of the assessment being based on the number of Lake Lots owned by each Owner or Declarant and not on Lot sizes or Lot locations, as provided in 6.10, below.

- (g) To establish and collect special assessments for capital improvements or other purposes to be allocated among Lake Lot Owners based on the number of Lake Lots owned, as provided in 6.10, below.
- (h) To file liens against a Lake Lot because of owners nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, Lake Use Guidelines, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, Lake Use Guidelines, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least quarterly.
- (m) To manage and maintain the Dam and Lake in a state of high quality and in good repair.
- (n) To pay the costs of any liability insurance need by the Association and any liability insurance for members of the Board.

6.09. **Declarant Association Control.** Notwithstanding anything contained herein to the contrary, until such time as Declarant has sold seventy-five (75%) percent of the presumed total of fourteen (14) Lake Lots in its subdivisions or if all of Declarant's property which is located on the Lake is subdivided, seventy-five (75%) percent of the actual number of Lake Lots, Declarant shall have the right, but shall not have the duty, to act as the only voting member of the Association.

6.10. Assessments

1. *Authority.* The Association may levy Assessments to promote the recreation, health, safety, and welfare of the Owners and to fund the expenses of the Association.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lake Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lake Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

4. *Commencement.* Except as provide below, a Lake Lot becomes subject to Assessments on conveyance of the Lake Lot by Declarant.

5. Regular Assessments

a. *Rate.* Regular Assessments are levied by the Board, annually, beginning January 1, 2012 to fund the anticipated operating and maintenance expenses of the Association. Prior to that time, Developer shall contribute, from time to time, such amounts to the Association as are reasonably necessary and required to fund the expenses of the Association.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty (30) days before its effective date.

c. *Collections.* Regular Assessments will be collected annually in advance, payable on the first day of the year and on the same day of each succeeding year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of benefitting the Lake Lots after December 31, 2011, but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lake Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.

6.11 Remedial Rights.

1. *Late Charges and Interest.* A late charge of five (5) percent of the delinquent amount or \$25.00 which ever is greater is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of ten (10%) percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

3. *Nonjudicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Lake Lot by power of sale as permitted by law. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.

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

5. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote.

6. *Suspension of Other Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

SECTION SEVEN

General Provisions

7.01. **Savings.** The invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in these Restrictive Covenants, or any part thereof, shall not affect the validity of any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

7.02. **Covenants Running With the Land.** These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns and all persons or parties claiming under them, for a period of twenty-five (25) years from the date these Restrictive Covenants are recorded. These Restrictive Covenants may be extended for successive additional twenty-five year periods by written instrument signed by seventy-five (75%) of the then Owner of Lots in the Subdivision covered by these Restrictive Covenants and filed of record prior in the office of the county clerk of Angelina County, Texas at least one hundred eighty (180) days prior to the expiration of the previous twenty-five (25) year term of these Restrictive Covenants. These Restrictive Covenants may be amended in the same written instrument that extends the Restrictive Covenants.

7.03. **Declarant Assignment.** Declarant reserves the right to assign or delegate all or any part of its rights or obligations hereunder. Upon any such written assignment or delegation Declarant shall be relieved of the rights and obligations so assigned or delegated.

7.04. **Additional Property.** The Declarant shall have the right to bring within the Subdivision any additional property which is adjacent or in reasonable proximity to West Wood Bend Subdivision- Phase 1, 2, 3 and 4 in its sole discretion. Any additions authorized under this Paragraph shall be made by filing of record a Supplemental Declaration of Restrictive Covenants with respect to the additional property, which shall extend these Restrictive Covenants (as therein modified) to such property, executed by the Declarant.

7.05 **Construction.** The singular wherever used herein shall be construed to mean the plural where applicable, the pronouns of any gender shall include the other genders, and the necessary grammatical changes required to make the provisions hereof applicable to individuals, corporations, trusts, partnerships, or other entities shall in all cases be assumed as though in each case fully expressed. If these Restrictive Covenants or any word, clause, sentence, paragraph of other part thereof shall be susceptible of more than one or conflicting interpretations, then the general purposes and objectives of these Restrictive Covenants shall govern. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence or provision appearing in these Restrictive Covenants shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

7.06 **Amendment.** The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these Restrictive Covenants by an instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting any

typographical or grammatical error or any ambiguity or inconsistency appearing herein. In addition within five (5) years after the date hereof, the Declarant may revise and amend these Restrictive Covenants without the joinder or consent of any other party, by an instrument in writing duly signed, acknowledged, and filed of record; provided however, that any such revisions or amendments shall be prospective only, and shall not in any affect any Owner's use of any Lot which is made prior to such amendment or revision.

7.07 **Enforcement.** Declarant, any Lot Owner and any Lot Owner in West Wood Bend Subdivision – Phase 1, West Wood Bend Subdivision– Phase 2 and West Wood Bend Subdivision– Phase 3, shall have the authority to enforce any and all of the Restrictive Covenants against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by the way of limitations, Declarant or Owner may institute proceedings at law or in equity to restrain violation of the Restrictive Covenants and to recover damages for the breach or violation thereof, including damages under §202.004 of the Texas Property Code, as amended, and attorneys’ fees in connection with the enforcement of the Restrictive Covenants as provided in §5.006 of the Texas Property Code, as amended.

7.08 **Notices.** Any notice required to be sent to any Owner under these Restrictive Covenants shall be deemed to have been properly sent when mailed, postage prepaid, registered or certified mail, return receipt requested, to the last known address of the person who appears as Owner, as the case may be, on the records of the Declarant.

7.09 **Headings.** The headings employed herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions of this Declaration of Covenants, Conditions, and Restrictions.

EXECUTED this the 29th day of October, 2010.

DECLARANT:

2007 Timberlands Ltd.,

By: JMTH-GP LLC, general partner

By: _____
Joe McCleskey, Authorized Manager

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

BEFORE ME, the undersigned authority, on this 29th day of October, 2010, personally appeared **Joe McCleskey**, Authorized Manager of JMTH-GP, LLC, general partner, 2007 Timberlands Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of **2007 Timberlands Ltd.**, a Texas limited partnership of which he is an Authorized Manager, for the purposes and consideration expressed and in the capacity stated therein, and that he was authorized to do so.

Notary Public, State of Texas