

CLIFFS OF WOODLAKE PHASE II
A SUBDIVISION IN BELL COUNTY
DEDICATION AND RESTRICTIVE COVENANTS

STATE OF TEXAS ()
 () KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BELL ()

The undersigned, being the owner of certain tract of land out of the James Bowers Survey, Bell County, Texas, being more particularly described by metes and bounds on the attached Exhibit "A", and the undersigned does hereby adopt the attached Map and Plat of Cliffs of Woodlake Phase II, a subdivision to, Bell County, Texas, said Plat being attached hereto marked exhibit "B" and incorporated herein for all pertinent purposes. The 6.992 acres of land comprising Cliffs of Woodlake Phase II is the same land surveyed on the ground and described in the field notes prepared by Ronald Ownings dated July 27, 1994, which perimeter field notes are attached hereto, marked Exhibit "A" and incorporated herein for all pertinent purposes; and,

The undersigned does hereby DEDICATE to Bell County, Texas, and to the public use and for public purposes the streets, avenues, roads and alleys as shown on said Plat marked Exhibit "B", and the undersigned does hereby stipulate and agree that all conveyances hereafter of any part of Cliffs of Woodlake Phase II shall be by reference to said Plat and Dedication, and the undersigned does GIVE, GRANT, CONVEY, AND DEDICATE to Bell County, Texas for public use and benefit, the easements as shown on said Platt, marked Exhibit "B" for the public installation, use, repair and maintenance of all public utilities, including but not limited to telephone, electric, water and drainage together with all reasonable and necessary ingress and egress, incidental thereto and reference is hereby made to such Platt for the location of all easements.

The undersigned further make and impose the following restrictions, covenants and limitations with reference to the use of the land comprising Cliffs of Woodlake Phase II, which shall be covenants running with the land:

1. No lot or any part thereof shall be used except for residential purposes.
2. No trailer house or trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.
3. No residence or dwelling unit on Lots shall be erected which shall contain less than twenty two hundred (2200) square feet of living (heated) area excluding the basement and the garage, whether enclosed or not.
4. No existing building, trailer, mobile home, dwelling, tent, shack or other portable building shall be moved onto said addition for use as a dwelling.

5. Construction of new buildings and improvements only shall be allowed and new construction is limited to structures of not less than seventy-five percent (75%) masonry, masonry veneer, rock or stucco, exclusive of windows and doors.

6. Each mailbox shall be enclosed in masonry material identical to the masonry use on the house or a cast iron mailbox the design of which can be provided by the Architectural Control Committee.

7. No building or any part thereof, such as a porch, landing, etc. shall be erected nearer than twenty-five feet (25') from the front property line of said lot or tract adjacent to the street or roadway of which said lot faces, or nearer than 10 feet (10') from a sideline of said tract or of the side property line formed by combining a lot and part of an adjoining lot into a building plot by the subdivision of said lots.

8. All restrictive covenants and conditions shall apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.

9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No lot, street or alley of this subdivision shall be used for the parking or storage, temporary or otherwise, of abandoned or inoperable vehicle, trailer or boat, or any part thereof.

11. No vehicle with tonnage in excess of three fourth (3/4) ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day in, on or about the streets of said subdivision or park in, on or about the front or side yards of any lot therein. No boat, camper, trailer or any other vehicle shall be parked for storage in the driveway or yard in front of the respective house. Any storage of such vehicles shall be in a garage or other approved facility which, in the opinion of the Architectural Control Committee shall not cause an unsightly condition.

12. No animals, reptiles, rodents, pets, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats and other usual household pets may be kept by an owner on their respective lot and within their respective dwelling, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb owners of lots within the development. The Board of Directors shall have the right to determine what animal shall be deemed a "usual household pet", applying the common meaning of the phrase. However, it is expressly understood that animals that fall under the following classification are not "usual house hold pets" and can never be deemed as such: poultry (such as chickens, turkeys, ducks, geese, and guinea fowl); livestock (such as cattle, horses, goats sheep or pigs); and animals whose habitation is normally found in the wild. Pets and animals shall

be on a leash at all times when walked or exercised in any portion of the development, except on the owner's lot. The owner of any pet or animal shall immediately remove such pet's or animal's excrement from any portion of the Common Property or any lot not owned by the owner of the animal or pet. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this declaration, the Board of Directors shall have the right to require the Owner of such animal to remove the animal or pet from the development.

13. Fences must be approved by the Architectural Control Committee.

14. Tree height and size must be kept in such a manner as not to obstruct overall lake view.

15. No lot shall be used or maintained as a dumping ground.

16. No open or outdoor privies shall be placed or permitted to be placed in this subdivision.

17. No annoying spotlights or guard lights shall be allowed except for security motion detectors or temporary illumination.

18. No sign or poster of any kind shall be allowed on any lot of said subdivision except one sign of not more than four (4) square feet in any area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.

19. The construction of any storage or other outbuilding on any lot within this subdivision must first be approved by the Architectural Control Committee.

20. No oil, gas or other mineral operations of any nature shall be permitted in said subdivision including the buildings, wells, tanks, excavations, or derricks connected therewith.

21. No individual water supply systems shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Bell County Health Department.

22. The undersigned shall create an Architectural Control Committee to consider variances and approve and/or disapprove the design, materials, plans and specifications, which are required by these covenants.

a. Review by Committee: No improvements shall be erected, replaced or altered on any lot, nor shall any landscaping be performed unless complete plans, specifications and lot plans therefore, showing exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location of driveways, the general plan of landscaping, fencing, walls, and the grading

plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans is finally approved.

b. Purpose: The Architectural Control Committee shall exercise its judgment to see that all improvements, construction, landscaping and alterations on land within Cliffs of Woodlake Phase II conform to and harmonize with the existing and surrounding structures and that trees and environment are protected.

c. Procedures: The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will be presumed, and this procedure will be deemed to have been fully complied with.

d. Records: The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken.

e. Members: The Architectural Control Committee shall consist of not more than four (4) members. The following are hereby appointed to serve at this time: Doyle Spigener, _____, _____, and _____. The majority of the Committee may designate a representative to act for it. In event of death or resignation of any member of the Committee, the undersigned shall have full authority to designate a successor. The undersigned reserve the authority to remove without cause any Committee member and appoint his replacement. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant.

f. Modification: The Architectural Control Committee shall have the authority to modify or waive the masonry requirements. In addition, when in the opinion of the Architectural Control Committee, a waiver or modification of any other restrictive covenants herein would not impair or detract from the high quality of the subdivision, it may by written instrument or recordable form waive or modify any such restriction.

g. Liability: The Architectural Control Committee shall not be liable in damages to any persons submitted requests for approval or to any owner within Cliffs of Woodlake Phase II by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.

23. No lot can be used for a street of thoroughfare without the written consent of the Architectural Control Committee.

24. No lot can be subdivided without express written consent of the Architectural Control Committee.

25. No residence shall be erected, other than detached single family residence and a private garage for not less than two (2) cars.

26. Driveway and parking pad material shall be of concrete, concrete aggregate, asphalt, or brick materials. Driveways shall be constructed so there is no impedance of the flow of drainage runoff within the dedicated right-of-way. Driveways utilizing culverts shall not be permitted unless approved prior to construction by the Architectural Control Committee or its Engineer.

27. Upon application of any builder in the subdivision, the Architectural Control Committee is authorized to approve temporary uses that would not otherwise be allowed by these restrictions.

28. The owners or occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

29. Cliffs of Woodlake Phase II hereby reserves the exclusive right to replat or resubdivide any or all of said Cliffs of Woodlake Phase II Subdivision without prior approval of owners of property within Cliffs of Woodlake Subdivision subsequent to the filing of these covenants.

30. The covenants, restrictions, conditions and limitations set forth above, shall be covenants running with the title of the above described tract and every part thereof, and every resubdivision thereof, until twenty (20) years from the date of this conveyance, and after which time said covenants, restrictions, limitations and conditions shall be automatically extended for successive periods of ten (10) years thereafter unless an instrument signed by a majority of the then owners of said tract or resubdivision thereof, shall be duly executed and recorded, agreeing to change said covenants, restrictions, limitations and conditions in whole or in part.

31. Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, shall in no way affect any of the provisions hereof which shall remain and continue in full force and effect.

32. Enforcement of these covenants, restrictions, conditions and limitations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, either to restrain violations or to recover damages.

33. These restrictions, covenants, conditions and limitations are in all respect subject to any applicable zoning regulations lawfully enforce or hereafter adopted.

34. CLIFFS OF WOODLAKE HOMEOWNERS ASSOCIATION, INC. A lot owner will become a member of CLIFFS OF WOODLAKE HOMEOWNERS ASSOCIATION upon receiving a deed from the CLIFFS OF WOODLAME PHASE II subdivision developer, and shall be bound by the by-laws of said corporation.

November 2011 Amendment:

"The undersigned lot owners in the Cliffs of Woodlake Phase II, comprising at least a majority of the current lot owners of the Cliffs of Woodlake Phase II, do hereby confirm, amend, and state that they have operated at all times as though Provision 34 in the Cliffs Dedication, as revised, stated a lot owner will become a member of Woodlake Property Owner's Association, Section One, Inc., as was originally intended under the Woodlake Restrictions and the Cliff Dedication. The lot owners in the Cliffs of Woodlake Phase II will be bound by the rules of the Woodlake Property Owner's Association, Section One, Inc., including but not limited to the rules regarding annual dues."

"The undersigned lot owners in the Cliffs of Woodlake Phase II hereby agree to extend the duration of the restrictions contained in the Cliffs Dedication as necessary, including the governing authority of the Woodlake Property Owner's Association Section One, Inc. unless seventy-five percent of the then current lots owners in the Cliffs of Woodlake Phase II agree to no longer be bound by the Woodlake Property Owner's Association Section One, Inc. In addition, the undersigned lot owners in the Cliffs of Woodlake Phase II hereby agree that subsequent amendments to the Cliffs Dedication can be made at any time by a majority of the then current lot owners in the Cliffs of Woodlake Phase II, except for the above requirement concerning the Woodlake Property Owner's Association Section One, Inc., which will require approval of seventy-five percent of the then current lot owners."

"The undersigned lot owners in the Cliffs of Woodlake Phase II hereby agree this document will be effective immediately if all lot owners of the Cliffs of Woodlake Phase II have executed the same, or if not, will be effective September 30, 2014."

"The undersigned lots owners in the Cliffs of Woodlake Phase II hereby confirm that in all other respects, the Restrictions and the Cliffs Dedication remain as written and will continue in full force and effect."

NOTHING FOLLOWS