



**FIRST AMENDMENT TO THE
PROPERTY RESTRICTIONS**

WOODRUN, Section 1

A SUBDIVISION IN BASTROP COUNTY, TEXAS

THE STATE OF TEXAS, §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP, §

WHEREAS, WOODRUN DEVELOPMENT CO. LTD, PRESENT OWNER OF THE WOODRUN SUBDIVISION IN BASTROP COUNTY, TEXAS INTENDS TO SEE THE DEVELOPMENT OF THIS PROPERTY SERVE THE MAXIMUM BENEFIT AND PLEASURE OF THE OWNERS OF TRACTS AND HOMES IN THE AREA REFERRED TO, AND INTENDS TO MAINTAIN THE PROPERTY VALUES THEREOF, DOES NOW THEREBY SETS FORTH THESE PROTECTIVE AND RESTRICTIVE COVENANTS, REGARDING THE USE OF SAID LAND,

WHEREAS, Owner has heretofore filed of record in Volume 947, Page 662, of the Real Estate Records of Bastrop County, Texas a "Property Restrictions Woodrun, Section 1, A Subdivision in Bastrop County, Texas" and

WHEREAS, ~~an Architectural Committee formed by this amendment is composed~~ of members designated by the President of L & L Investment Company, LLC; and the Architectural Committee as herein constituted shall have the authority to change this Amendment by filing and recording such changes in the same manner as this Amendment.

WHEREAS, the Architectural Committee created by the Amendment now desires, in the interest of further carrying out a plan for the improvement and development of the Woodrun Subdivision, to amend the said Amendment;

THEREFORE; the Architectural Committee hereby replaces, in its entirety, the Property Restrictions as follows, to-wit:

**ARTICLE I
DEFINITIONS**

- Section 1.1 **"Declarant"** shall mean and refer to L & L Investment Company, LLC and it successors and assigns.
- Section 1.2 **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.
- Section 1.3 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest as merely security for the performances of an obligation.
- Section 1.4 **"Property"** shall mean and refer to that certain real property comprising the Subdivision land described on Page 1 and any additional property made subject to the terms hereof pursuant to the provisions set forth herein.

**ARTICLE II
RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

- Section 2.1 Subdivision maps or plats (the "Plats") of the property, which Plats will dedicate for use as such, subject to the limitations as set forth therein, the streets and easements shown thereof; and such recorded subdivision map of the property will further establish certain restrictions applicable to the property including, without limitation, certain minimum set-back lines. All dedications, restrictions and reservations created herein, or shown on the Plats, or amended Plats of the subdivision hereafter recorded, shall be incorporated herein and made a part hereof, as if fully set forth herein, and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed, by or on behalf of Declarant, conveying such property or any part thereof, whether specifically referred to therein or not.
- Section 2.2 The easements and right-of-way, shown on the Plats of the property, are for the purpose of constructing and maintaining and repairing a system or systems of drainage, electric lighting, electric power, telegraph and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the property. Notwithstanding anything to the contrary

contained in this Section, no drainage, sewers, electrical lines, water lines or other utilities may be installed on said property except as initially designed and approved by the Declarant or thereafter approved by Declarant or the Architectural Committee. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, Declarant shall have the right to grant such easement of said property without conflicting with the terms hereof. Neither Declarant, nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, or employees to fences, shrubbery, trees and flowers or any other property of the Owner on the land covered by said easements.

Section 2.3 It is expressly agreed to and understood that the title conveyed by Declarant to any of the property, by deed or other conveyance, shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes. Ten (10) feet inside of all property lines shall be preserved as a public easement or any other easement, which would be beneficial to the common good. Any lot owner installing a fence within the area encumbered by the easement does so at his own peril, since the fence will be subject to damage or removal by those entitled to use the easement. The owners of the respective lots shall not be deemed to separately own pipes, wires, conduits or other service lines running through their lots which are utilized for, or service other lots; but, each owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his lot.

ARTICLE III USE RESTRICTION, CONSTRUCTION AND MAINTENANCE STANDARDS

Section 3.1 USE RESTRICTION:

a. **Single Family Residence:** No building shall be erected, altered or permitted to remain on any lot other than one detached single family dwelling and its interconnected garage used for residential purposes only, not to exceed two (2) stories and twenty-five (25) feet in height, with private off-street parking facilities for not less than two (2) or more than four (4) vehicles. As used herein, the term "residential purposes" shall be construed to prohibit trailers or recreational vehicles being placed on said lots, or the use of said lots for duplex houses, garage apartments, apartment houses, rooming houses, hotels or communes; and no lot shall be used for business, educational, religious, institutional or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes.

b. **Permanent Homes Only:** All homes on the property shall be built with new materials on the site. No home built on any another site may be moved into Woodrun without the expressed written permission of the Architectural Committee. Each one-story home shall contain a minimum of 1300 square feet of living area, exclusive of garages, carports and porches. Each two-story home shall contain a minimum of 1600 square feet of living area, exclusive of garages, carports and porches. All plans and specifications are subject to prior written approval of the Architectural Committee.

c. **Manufactured Homes:** Factory new, multi-section or modular manufactured homes, with no less than 1300 square feet, shall be permitted on any lot of this subdivision. Each home must have the hitch (tongue) removed and be skirted in a professional manner around the perimeter of the home with rock, brick or masonry. The skirting must be installed within 90-days following placement of the home on the lot. Pre-owned, used, repossessed, or previously occupied manufactured homes may not be moved onto any lot. Single wide (single section) manufactured homes are specifically prohibited. Hitches and undercarriages must be removed immediately upon initial set-up of the home.

d. **Driveway:** The plans and specifications for any residential building to be constructed on a lot shall provide for a gravel, concrete or asphalt driveway between the street and the home, may not be less than ten (10) feet in width, and shall be maintained in good condition.

Section 3.2 RE-SUBDIVISION: Under no circumstances shall any lot ever be re-subdivided or cut into a smaller lot.

Section 3.3 ROOF: No exposed roof surfaces on any structure shall be of wood shingles or wood shakes, unless rated by the State Insurance Board as meeting fire retardant standards. Asphalt or fiberglass roofing shall be of lot quality and meet all fire code requirements.

Section 3.4 WINDOW TREATMENT: No aluminum foil, reflective film, flags, broken blinds or similar treatment shall be placed on windows or glass doors.

- Section 3.5 **GARAGES:** All garages, except those on corner lots, shall be constructed with "side entry" so that no garage opening faces onto a street or streets. No carport shall be constructed on any lot which faces, borders on, or that can be seen from the street in front of any lot. Garages on corner lots may not face the street on which the home faces.
- Section 3.6 **SEPARATE STRUCTURES:** Any detached building, garage, carport, shed, structure, or addition to a residence must be of all new material and be of equal construction and architectural design as the residence. Detached garages and other structures shall be located entirely in the rear yard area.
- Section 3.7 **SETBACK REQUIREMENTS:** No building shall be located on any lot nearer to the front Lot line or nearer to the side street Lot line than the minimum building setback lines on the recorded plat, or nearer than ten (10) feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 8, these building setback provisions shall be applied to such resultant building site, as if it were one original, platted Lot.
- Section 3.8 **RE-SUBDIVISION OR CONSOLIDATION:** No lot shall be re-subdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted herein on each resulting building site, provided that such subdivision or consolidation does not result in any building site of less than one (1) acre in size or which has a front lot line of less than one hundred (100) feet.
- Section 3.9 **TIME FOR COMPLETION:** Any dwelling or other structure or building commenced shall be completed with reasonable diligence, and in all events, shall be completed, as to its exterior, within six (6) months from the commencement of construction. No building material of any kind shall be placed or stored upon any lot, until the owner is ready to commence construction.
- Section 3.10 **CONSTRUCTION ACTIVITIES:** This declaration shall not be construed so as to unreasonably interfere with, or prevent normal construction activities during the construction, or remodeling of, or making of additions to improvements by a Lot owner upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. If during the course of construction upon any Lot there is excessive accumulation of debris of any kind offensive, or detrimental to it or any other portion of the Subdivision, such debris must be removed.
- Section 3.11 **ANTENNAE, SATELLITE DISHES AND SOLAR COLLECTORS:** No owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot, unless such apparatus is erected and maintained in such a way that it is screened from public view along the public street or right-of-way directly in front (and side, in the case of a corner lot) of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of Woodrun. Woodrun shall have the absolute authority to determine whether an accessory is adequately screened from public view.
- Section 3.12 **TEMPORARY STRUCTURES:** No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuildings shall be at any time used as a residence or dwelling, either temporarily or permanently, without permission of Woodrun, its successors and assigns.
- Section 3.13 **SEPTIC TANKS, WASTEWATER TREATMENT AND WATER WELLS:** No residence shall be permitted in the subdivision unless it is served by a septic tank or wastewater treatment unit, meeting the requirements of and approved by the State of Texas and the Bastrop County Health Department. No septic tank or wastewater treatment unit shall be constructed within fifty feet of the front line of any lot.
- Section 3.14 **REPAIR AND UPKEEP:** All residences and other buildings must be kept in a good state of repair, and must be painted or otherwise restored, when necessary, to preserve the attractiveness thereof.
- Section 3.15 **WATER RUNOFF:** Nothing shall be erected, placed, maintained, done, or permitted to remain on any lot which, interferes with surface water runoff in such manner as to cause such water runoff to be diverted across any other lot, or which causes flooding or erosion to any other

lot, or to any street or ditch.

Section 3.16 **REMOVAL OF TRASH:** All owners must subscribe to a public or licensed private trash collection and disposal service, with pick-up service no less frequently than weekly. Only residential type garbage containers are allowed; and all such containers must be stored, at all times, so as not to be seen from any street, except for the day of scheduled trash collection. Trash may not be stored or disposed of on any portion of the property.

Section 3.17 **STORAGE OF TRASH AND WEEDS:** No tract shall ever be used for outside, unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as dumping ground for rubbish, debris, or junk. Trash, garbage, or other wastes shall not be permitted, except in sanitary containers. All incinerators, cans, or other equipment for the storage or disposal of such materials, shall be kept in a clean and sanitary condition behind lot improvements, so they are not visible from the street, until the contents are emptied by the disposal service. Disposal service receptacles may be placed along the street no earlier than the night before trash is scheduled to be collected. Emptied receptacles must be returned to their "not-visible" location the same day.

Section 3.18 **UNUSED VEHICLE:** Cars, trucks or other vehicles may not be stored on any tract in the subdivision; nor shall any car, truck or vehicle, that is not in running condition and regularly used, be allowed to remain on any tract for more than two weeks. Only minor repairs to motor vehicles shall be permitted to occur on any lot.

Section 3.19 **PETS:** Dogs, cats or other household pets, not to exceed a total of four in number (exclusive of un-weaned offspring), may be kept on any tract, so long as they are not kept, bred, or maintained for any commercial purpose. Personal pleasure horses, not to exceed a total of two (2) in number, may be kept on the property, so long as they are kept behind the home and not seen from the street. Farm animals, pens, corrals or other enclosures are not allowed.

Section 3.20 **CLOTHES HANGING DEVICES:** Clothes hanging devices exterior to a dwelling must be screened from public view.

Section 3.21 **SIGNS:** Except for one sign, of not more than two square feet, advertising the property for sale, no signs of any kind shall be displayed to the public view from any tract. However; signs used by a contractor or other builder to advertise the property during the course of construction, and for a reasonable sales period thereafter, may be displayed on said tract.

Section 3.22 **NOXIOUS ACTIVITY:** No noxious or offensive activity shall be carried on or maintained on any tract; nor shall anything be done thereon, which may be or become a nuisance in the neighborhood. Burning is prohibited, without a city or county permit.

Section 3.23 **FIREARMS:** The use or discharge of any type of firearm is expressly prohibited within the subdivision. Hunting is not allowed on any lot.

Section 3.24 **BOATS, RV'S AND TRAILERS:** No boats, boat trailers, trailers, recreational vehicles or other similar property shall be allowed to remain in the driveway or parked in the front yard of any location, on any lot, in view of the street.

Section 3.25 **MAIL BOXES:** All mail boxes shall be of a type and design as well as placed in a location approved by the U. S. Postmaster and Woodrun, its successors and assigns.

Section 3.26 **FENCES:** All fencing shall be western red cedar, redwood, painted plank or rail, or such other similar type that will add to and enhance the appearance of a residential development. No "ranch type" fencing constructed with steel "T" type posts or native "cedar" posts or farm or ranch fence wire, such as barbed wire or sheep and goat wire, will be permitted. Chain link fencing may not be used if viewed from the street. No fence or wall will be permitted nearer any street line than the set back requirements for such lot. Variation from these fencing requirements may be granted in individual cases, where the tract size, topography, or other conditions make these requirements impractical; but such variation must have the prior written approval of Woodrun, its successors or assigns. The owner shall maintain the fencing, including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position. Fences may not be painted or stained if such painting or staining, will subsequently alter the color of new or weathered cedar fencing.

Section 3.27 **NO MANUFACTURING OR COMMERCIAL ACTIVITY:** No manufacturing or commercial enterprise, or enterprises of any kind for profit, shall be maintained on or in front of any lot, nor shall such property be used for anything other than strictly residential purposes. This restriction shall not be construed; however, as preventing the growing of crops, which are removed from the property before sale, or which are sold for delivery elsewhere than on the property. The restriction shall not be construed as preventing the practice, by a person actually residing on a lot, of law, architecture, accountancy, engineering, computer programming, counseling, individualized teaching or tutoring, general or specialized consulting, medicine, dentistry, chiropractic, other

healing arts, or of similar or analogous professions or skills; provided, however, that no sales of goods of any kind shall be permitted to be made on any lot, except sales which are only occasional, and which are merely incidental to the residential or other permitted use of the property (a non-commercial garage sale, for example) would be acceptable. Further provided, no more than one non-resident employee may be employed on any lot at any one time; and, further provided, nothing herein shall prohibit an artist or craftsman, actually residing on a lot, from producing art or craft objects which are removed from the property before sale, or which are only occasionally shown for sale on the property.

Section 3.28 SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge, or shrub planting, which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area (formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines) or the rounded property corner (formed from the intersections of the street property lines extended to their point of intersection). The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances or intersections, unless the foliage line is maintained to meet the sight line requirements, set forth above.

Section 3.29 POLLUTION: The owner of each lot shall be required to keep all springs, creeks, ponds, stock tanks, ditches, gullies, effluent from sewage disposal systems or other waste disposal systems and any water on their lot free of trash, rubbish, garbage, and waste and all other forms of pollution.

Section 3.30 PROHIBITED ITEMS: No wrecked, junked, broken down, or inoperative automobile, RV, truck, bus, motorcycle, or other motor vehicle, boat or trailer, or any part thereof, shall be placed or parked, or be permitted to remain on any lot. Furthermore; no such vehicles may remain on any lot that has an expired State of Texas vehicle inspection or registration. All yards must be kept mowed, trimmed, groomed. The front and side yards of all lots must be kept free of tools, construction equipment, fixed playground structures, boats, trailers, clutter, yard art, tchotchkes, trinkets, knick-knacks, junk, items of inconsequential value, or garage sale items or items of no particular function that detract from the natural beauty of the environment. All such items must be out of view of the street. Vehicles must be parked only on the driveway. Items placed on a lot, which detract from the overall appearance of the lot, as viewed from the street, or any item non-conforming with an above average appearance of the subdivision are prohibited and not allowed.

Section 3.31 TRUCKS, BUSES, RV's AND TRAILERS: No truck, bus, recreational vehicle or trailer shall be left parked in the street, in front of any lot, except for construction and repair equipment, while a residence (or residences) is being built or repaired in the immediate vicinity. No truck, bus, boat, or trailer shall be parked on any portion of any lot within twenty-five (25) feet of any front lot line or side street lot line provided; however, nothing herein shall apply to "pick-up" trucks or noncommercial passenger vans.

Section 3.32 SIGNS: No sign, banner, yard art (holiday related decorations are permissible from 30 days prior to a holiday to 14 days afterwards), or emblem of any kind may be 1) kept, or placed, on any lot or 2) mounted, painted or attached to any structure, fence or other improvement upon such Lot so as to be visible from public view, or 3) mounted on any vehicle or trailer parked or driven in the subdivision or 4) carried by any person or by any other means displayed within the subdivision except the following:

- a. For Sale Signs: Only one (1) personal or rest estate company sign per lot not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground, advertising the property for sale.
- b. Declarant's Signs: Signs or billboards may be erected by the Owner or Owner's Builder.
- c. Political Signs: Political signs may be erected upon a Lot by the Owner of such Lot provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain, and are removed within five (5) days after the election.

Section 3.33 ENFORCEMENT OF CONDITIONS AND RESTRICTIONS: If any person, or persons, shall violate, or attempt to violate these covenants, conditions, and restrictions, Woodrun, its successors or assigns, or any person owning any interest in any of the tracts in said subdivision, including mortgage interest, may enforce these restrictions, through a proceeding, at law, or in equity against the person or persons violating, or attempting to violate, any such covenant, condition or restriction, either to prevent or to correct such violation, and to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney's fee, shall be paid in full by anyone violating these restrictions, in the event the party bringing such suit prevails. Any lot owner in violation of any of the covenants, conditions, and restrictions, in addition to

bringing such violations into compliance, shall be subject to a minimum fine of one hundred dollars (\$100), and a maximum fine of one thousand dollars, plus (\$1000), plus reimbursement for costs, including attorney's fees.

Section 3.34 **INVALIDATION:** If any of the foregoing covenants, conditions, and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions and restrictions shall not be affected, thereby; and they shall remain in full force and effect.

Section 3.35 **MODIFICATION AND AMENDMENT TO RESTRICTIONS:** These covenants, conditions, and restrictions may be amended with the written concurrence, of not less than, seventy-five (75%) of the lot owners, or by the vote of Woodrun, its successors or assigns for so long as Woodrun, its successors or assigns own at least 50% of the lots in the subdivision.

Section 3.36 **VARIANCES:** Individual variances may be granted on the above restrictions by Woodrun, its successors or assigns. Such variances shall only be enforceable if in writing, and signed by Woodrun, its successors or assigns.

Section 3.37 **EXEMPTION OF DECLARANT:** Notwithstanding anything in this document to the contrary, Woodrun, its successors & assigns shall not be restricted or limited in any way by the restrictions specified herein. Woodrun, its successors and assigns, may assign in whole or in part any of its rights, duties and exemptions specified herein. Such assignment shall only be effective if in writing and signed by Woodrun, its successors or assigns and recorded in the Real Property Records of Bastrop Co., Texas.

ARTICLE IV ARCHITECTURAL COMMITTEE

Section 4.1 **ARCHITECTURAL COMMITTEE:** There is hereby created and activated an Architectural Committee for the purpose of supervising, controlling and approving all construction plans, residences, structures and other improvements to be built or placed upon any lot, and for the further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this declaration. The committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate, to act in the best interest it deems appropriate, and to act in the best interest of the subdivision.

Section 4.2 **APPROVAL OF BUILDING PLANS:** No buildings, garage, fences, driveway or sidewalks shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure, driveway and sidewalk, have been approved, in writing, by the Architectural Committee. Approval by the Architectural Committee, as applicable, shall be granted or withheld based on matters of compliance with the 1) provisions of this Declaration, 2) quality of materials and 3) harmony of external design, with the existing proposed structures and location in respect to topography and finished grade elevation. In the event said Architectural Committee, as applicable, fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of all required documents (including without limitation, two (2) sets of plans and specifications for all proposed construction to be done on such lot, plat plans showing the location of the improvements on the lot and dimensions of all proposed walks, sidewalks, driveways, curb cuts and all other matters relevant to architectural approval) approval will not be required; and the requirements of this Section will be deemed to have been fully complied with. The Architectural Committee shall have full and complete authority to approve or disapprove the construction or alteration of any improvement on any lot; and its judgment shall be final and conclusive. No member of the committee or its designated representatives, as herein defined, shall be entitled to any compensation for services performed pursuant to this Section.

Section 4.3 **VARIANCES:** The Architectural Committee may authorize variances from compliance with any of the provisions of this declaration, or minimum acceptable construction standards, or regulations and requirements as promulgated from time to time by the Architectural Committee, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and shall become effective, when signed by at least a majority of the members of the Architectural Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred, with respect to the matter for which the variance is granted, provided; however, that the granting of any variance shall not waive any of the provisions of this Declaration for any purpose, except as to the particular property and particular provisions hereof, covered by the variance; nor shall the granting of any variance affect in any way the owner's obligation to comply with all governmental laws and regulations, affecting the lots and plats.

Section 4.4 **NONCOMPLIANCE:** If, as a result of inspections or otherwise, the Architectural Committee finds that any residential construction has been done, without obtaining the approval of the Architectural Committee, or was not done in conformity with the approved plans and specifications and plats, the Architectural Committee shall notify the owner in writing with a Notice of Noncompliance. Sixty (60) days after the Architectural Committee receives a written notice from the owner, of the completion of such owner's residential construction or improvements ("Notice of Completion"). The Notice of Noncompliance shall specify the

particulars of the noncompliance and shall require the owner to take such action as may be necessary, to remedy the compliance. If, for any reason other than the owners act or neglect, the Architectural Committee fails to notify the owner of any noncompliance within sixty (60) days after the receipt by the Architectural Committee of the Notice of Completion, the improvements constructed by such owner shall be deemed in compliance, if such improvements were, in fact, completed as of the date of Notice of Completion. If, however, the Architectural Committee issues a Notice of Noncompliance, the owner shall cure the noncompliance within a period of not more than forty-five (45) days, from the receipt by the owner of such notice of noncompliance. If the owner does not cure the noncompliance within forty five (45) days of the receipt of the "Notice of Noncompliance" (in the case of a noncompliance which cannot reasonably be expected to be cured within forty five (45) days), the Architectural Committee may pursue either means as described under Section 5.3 or 5.4, as it deems necessary.

Section 4.5 **NO IMPLIED WAIVER OR ESTOPPEL:** No action of failure to act by the Architectural Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Committee with respect to the construction of any improvements within the subdivision. Specifically, the approval by the Architectural Committee of any such residential construction shall not be deemed to be approval of any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person or otherwise.

Section 4.6 **DISCLAIMER:** No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representing or implying such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements.

Section 4.7 **PROPERTY OWNERS ASSOCIATION:** The Woodrun Property Owners Association is established. Each owner of a lot in the subdivision shall be a member of the Association. The Association shall be activated at such time as may be determined by the Developer on its sole discretion; but in no event shall such Association be activated later than thirty (30) days after the date that developer has divested itself of title to 75% or more of the lots in the subdivision. A meeting of all members of the Association shall be called within thirty (30) days following the date of the activation of the Association for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting. Each lot in the subdivision shall be entitled to one vote in the Association. When more than one person holds an interest in any one lot, all such persons shall be members of the Association; but they shall collectively cast only one vote for each lot owned. The Association shall be incorporated under the Texas non-profit Corporation Act, shall have a Board of Directors consisting of three (3) members until otherwise determined, and shall act by majority vote, in accordance with this declaration and with the By-Laws of the Association. The By-Laws of the Association must require a meeting of all members of the Association at least annually, for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting.

Section 4.8 **MEMBERSHIP IN ASSOCIATION:** Each lot owner is required to be a member of the Property Owners Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association, and to be and become bound by the terms and provisions of this Declaration.

Section 4.9 **UNIFORM ASSESSMENT:** Both annual and special assessments must be fixed at a uniform rate for all lots; however, individual lot owners may be separately assessed for the reasonable cost of clearing and cleaning lots, as authorized elsewhere in this Declaration.

Section 4.10 **LIEN OF ASSESSMENT:** The lien of any assessment shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the lot owner from individual liability for assessments made during the period of his ownership; and extinguishment of the lien shall not relieve the owner of his personal obligation and liability.

Section 4.11 **PARTIAL INVALIDITY:** If any portion of this Declaration is declared illegal, invalid or unenforceable by law or court order, such action shall not affect the validity of any of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof, as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

Section 4.12 **AMENDMENT:** The Architectural Committee as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration.

Section 4.13 **DEVIATIONS:** The Board of Directors of the Association may exercise a limited right to approve minor deviations from the provisions hereof without an actual amendment of the

Declaration, when in the opinion of the Board of Directors, such deviations will be beneficial to other owners of lots in the Subdivision.

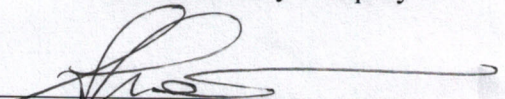
Section 4.14 **RIGHTS OF THE DEVELOPER:** Notwithstanding any other provisions of this Declaration, the developer or its agents shall have the following rights with respect to any unsold lots in the Subdivision; 1) to locate a sales office thereon, 2) to surround such lot with a fence, 3) to place signs of good quality and reasonable size thereon, and 4) to use part or all of such lot for future road right-of-way. In addition, once the Property Owners Association has been activated, the Developer shall have the right to make a gift of any unsold lot to the Property Owners Association, for such use as the Property Owners Association shall determine. The Property Owners Association must accept such a gift, if the lot is free of any encumbrances. If the lot is not free of all encumbrances, the gift may be accepted or rejected, at the option of the Property Owners Association.

**ARTICLE V
GENERAL PROVISIONS**

Section 5.1 **TERM** The provisions hereof shall run with the property and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by a majority of the then Owners of the lots, has been recorded, agreeing to change or terminate said Declaration in whole or in part.

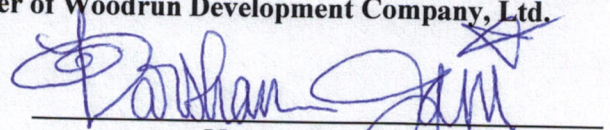
Dated this 11th day of March 2013

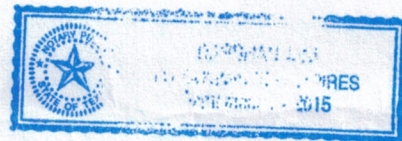
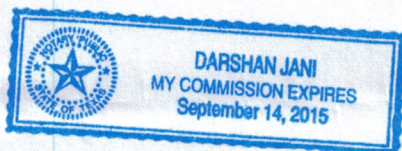
Woodrun Development Co., Ltd
by its General Partner
L & L Investment Company, LLC
a Limited Liability Company

By: 
Sidney E. Lanier, President

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 11th day of March 2013, by Sidney E. Lanier, President, L & L Investment Co., as General Partner of Woodrun Development Company, Ltd.


Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

March 11, 2013 03:49:55 PM
MARYC FEE: \$44.00 BOOK:2215 PAGE:789-796

ROSE PIETSCH, County Clerk
Bastrop, Texas

AMEND

201303085