

Amended and Restated
Declaration of Covenants, Conditions and Restrictions

This Amended and Restated Declaration made on the 20th day of November, 2016 by Charles B. Van Duzer and Candace B. Van Duzer, hereinafter referred to as “Declarants.”

Whereas, the original Declaration of Covenants, Conditions and Restrictions, filed August 19, 2016 as Document number 2016074793 in the records of Montgomery County contemplated one acre lots:

Whereas, Declarants are informed that only one and one-half (1 ½) acre lots may have an aerobic septic system;

Whereas, Declarants wish to facilitate future lot owners’ ability to have their own well and septic systems Declarants have made and executed these Amended and Restated Declaration of Covenants, Conditions and Restrictions.

WITNESSETH:

WHEREAS, Declarants are the owners of property legally described on Exhibit A, attached hereto, hereinafter referred to as the “Property.”

NOW THEREFORE, Declarants hereby declare that all of 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 nature of the Property, the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1. "Association" shall mean and refer to the Xanadu Woods Homeowners Association, its successors and assigns.
2. "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, but excluding those having such interest merely as security for the performance of an obligation.
3. "Lot" shall mean and refer to any plot of land within the Property.
4. "Declarants" shall mean and refer to Charles B. Van Duzer and Candace B. Van Duzer.

ARTICLE 2

DURATION OF RESTRICTIONS and PROVISIONS FOR AMENDMENT

1. All these restrictions, easements and agreements are covenants that run with the land.
2. They are for the protection, use and benefit of all parties hereto, and each and every purchaser of any lot or lots in said subdivisions, their heirs, assigns and legal representatives, and shall be binding on all such persons and all others claiming under them for a period of fifty (50) years from date hereof, and after such time these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the majority of the then owners of the said lots has been recorded agreeing to change the said covenants in whole or in part , provided, however: a). no amendment may be made for a period of seven years following the execution of these restriction, and b) that thereafter fifty -one per cent (51%) of the lot owners may amend or change these restrictions as they in their discretion may see fit to be effective by a proper instrument duly executed, acknowledged and filed for record.

ARTICLE 3 RESTRICTIONS

1. Residents are responsible for the maintenance of the private road. Developer has donated a sixty foot wide tract for the establishment of a private road and will cut an approximate 10 foot path for the future road , so that buyers are able to see and select their land and have access. This road will not be a finished road. No materials will be provided by developers. Any resident who fails to maintain their section of the road shall

be subject to a lien for any maintenance work performed at the direction and expense of the other lot owners and/or the HOA.

2. An HOA is hereby established by the developers. As lots are sold new owners become members of the HOA. Membership in the HOA is mandatory for all lot owners.

3. All lots shall have their own water well and aerobic septic system.

4. A minimum of a 2200 sf foot print for all homes. A minimum of 2 car garages. Residence shall be set back forty feet (40') from front of property.

5. No mobile homes allowed as primary residence. Manufactured (also referred to as 'Modular') homes are allowed.

6. Any storage of mobile homes, boats, guest houses, hobby workshops, etc., Shall be behind the front of the house obscured by a privacy fence. Outbuildings should generally conform to the style and color scheme of the main residence.

7. Fences can be made from wood, iron, or brick stone. Farm fences can be allowed if hedges are planted to hide them. Chain link fences may not be used in front of the house.

8. Homes and landscaping must be kept neat and clean from the street. Lawns mowed. No trucks other than pick ups or SUVs can be visible from the street. All vehicles stored on the property must be garaged. No working on vehicles for hire (i.e. car repair, muffler etc.) is permitted. Restoration of vintage cars and routine maintenance of vehicles is permitted so long as the work is done in a closed garage,

9. Animals; no pigs or hogs. Cats, to be inside cats only. This is and shall remain a dog friendly development. There is no limit on the number of dogs, provided, however, that:

a.) All dogs shall be maintained in the residence or a separate climate controlled kennel building with ventilation, hot and cold water and that is connected to the septic system.

b.) Dogs shall be properly fed watered and cared for.

c.) Dogs used or bred for fighting are not permitted.

d.) Vicious dogs are prohibited. (This does not apply to properly socialized Pit Bulls.)

No animals allowed past the front of the house. All animals must be contained, dogs on leash when walking. Cleanup expected.

10. Exterior construction: no wood shingles, vinyl or aluminum siding is permitted. All homes to have colors to blend with the natural surroundings.
11. All homes shall have their address posted at the street. Uniformity to be decided by the HOA members.
12. Mail shall be delivered in individual boxes at the front of the subdivision as the USPS will not deliver to each home until the road is full installed and paved.
13. One (1) single family residence per lot. No multiple family units are permitted. Owners may build one (1) guest house with a minimum of five hundred square feet interior space. All homes shall be not less than 40 foot off the front lot line (street). Hobby workshops, storage sheds and additional garages are permitted. All buildings must be at least ten feet from side and back lot lines.
14. Trash pickup point shall be determined by the waste hauler. Trash containers shall be kept covered and shall not be visible from the road (except on trash pick-up days.)
15. Electric will be brought onto the acreage by developer. It will be the homeowner's responsibility to get it to their lot. You may choose to run your power underground once a pole is on your property. Note that the development property is subject to a blanket utility easement.
16. Subdivision of lots is prohibited. In the event more than one lot is purchased (i.e. one lot and a portion of the reserve acreage, or two one and one-half acre lots to make a three acre parcel,) this shall be considered as one lot for purposes of the ban on subdivision and any sale must include both lots.
17. Farm animals, except hogs and pigs as noted in section 9 "Animals," are permitted on any lot.
18. No hunting of deer is permitted. Feral hogs may be killed on sight.
19. There is no ban on fireworks.
20. Each lot purchaser shall pay ten thousand dollars per one and one-half acre lot, such amount to be paid proportionately for any fraction of an acre additionally purchased, to a road fund established for the purpose of funding construction of the common road. Should the construction cost be less than the amount paid into the road fund, the surplus shall be

retained and used solely for future maintenance of the common road. The road fund shall be administered by the HOA.

21. To preserve the 'Woods' nature of Xanadu Woods: clear cutting is prohibited; harvesting hardwood trees is prohibited, and; residences and other buildings shall be located so as to minimize the number of hardwood trees that have to be removed. For each hardwood tree removed to make way for any building the lot owner(s) shall plant two (2) acceptable replacement trees with a minimum diameter of two inches (2") each for hardwoods and at least one inch for fruit and nut trees. Acceptable replacement trees are any hardwood variety (excluding Sweet Gum trees), fruit trees and/or nut trees. Pine trees, sweet gum and yaupon may be removed at will.

22. There is a two hundred dollar transfer fee payable to the HOA by the transferee whenever an Owner's lot is sold.

23. Each Lot owner upon constructing a driveway shall use concrete reinforced culverts of at least eighteen inches (18") in diameter, placed in the road ditch according to County requirements.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and not be separated from ownership of any lot which is subject to assessment.
2. The Association shall have two classes of voting membership:
 - Class A: Class A members shall be all Owners with the exception of the Declarants and shall be entitled to two votes for each one and one-half acre lot owned. When more than one person holds an interest in any Lot all such persons shall be members. There are no additional vote for any acreage purchased in addition to a standard one and one-half acre lot. The votes for each Lot shall be exercised as they, among themselves determine, but in no event shall the number of votes be increased.
 - Class B. The Class B members shall be the Declarants and shall be entitled to five (5) votes per lot held. The Class B membership shall be converted to Class A membership on the

happening of either of the following events: i) when the total vote outstanding in the Class A membership equal the votes outstanding in the Class B membership, or ii) on 1 August 2022.

3. Special provision for administration of the road fund. The road fund monies shall be deposited into a separate account from the Association's general fund; such account to require two signatures for any disbursement: first signature shall be either of the Declarants and the second signature shall be from among one of the lot Owners.

ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of lien and personal obligation of assessments. The Declarants, for each lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges. Such assessment to be established and collected as hereinafter provided, together with interest, costs and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the property against which such assessment is made. Each assessment together with interest costs and reasonable attorney's fees shall be a personal obligation of the person(s) who was/were the Owner(s) of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
2. Purpose of assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health safety, and welfare of the residents in the Properties and of the houses situated upon he Properties.
3. Maximum Annual Assessment. There shall be no assessment against a lot owner who has made the appropriate road fund payment for a period of one year from the date of such road fund payment. Thereafter the initial maximum annual assessment shall be fifty dollars (\$50.00). The amount of annual assessment may be increased by the majority vote of Class A members and so long as Class B membership exists, by the separate majority vote of the Class B members. This shall

be the only exception to passing resolutions and taking action by the simple majority of all Classes combined.

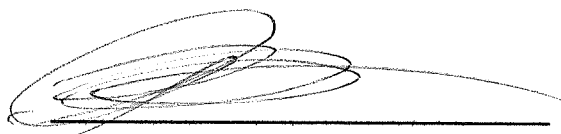
4. Notice and quorum for any action authorized under section. 3 immediately above. Written notice of any meeting called for the purpose of taking any action authorized under paragraph e immediately above, shall be sent to all Members not less than 30 nor more than 60 days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called, subject to the same notice requirement, and the required quorum shall be one half (50%) of the required quorum at the first meeting. No such subsequent meeting shall be held more than 60 days following the first meeting.
5. Uniform rate of assessment. Annual assessments must be fixed at a uniform rate per acre of property owned.
6. Annual assessment due dates. The annual assessment period shall be the calendar year. Partial years shall be prorated. The rate of assessment for the upcoming year shall be the same as the expiring year unless the members shall agree on a different rate at least sixty days before the start of the New Year. Assessment shall be due on the first of January and shall be delinquent if not paid before the thirtieth of January.
7. Effect of nonpayment of assessment, Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest at the rate of six percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose a lien against the property.
8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE SIX

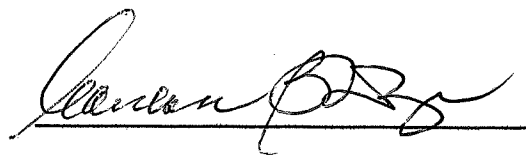
MISCELLANEOUS

1. If any Lot Owner shall violate any of the provisions herein contained it shall be lawful for any other Lot Owner and/or the Declarants to prosecute such proceedings at law or in equity against violators and to receive damages for the breach thereof, for both injunction and damages or for any other relief obtainable for such violations.
2. It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same should ever be construed as a waiver of the operation or enforcement of these covenants. It is further provided that the invalidation of any one or more of these easements, covenants, or restrictions, or any part thereof, by a judgement of court, or any court order or in any other fashion, shall not in any way affect the other provisions hereto which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals as of the date first above written.



Charles Van Duzer



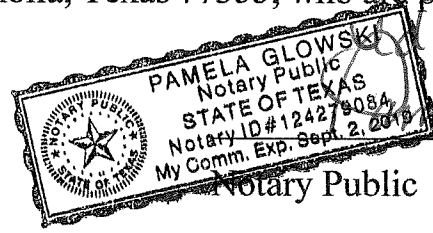
Candace B. Van Duzer

State of Texas)
) ss

County of DeWitt)

December

The foregoing instrument was acknowledged before me this 14th day of ~~November~~, 2016 by Charles B. Van Duzer and Candace B. Van Duzer, of 23595 Sanders Cemetery Road, Magnolia, Texas 77355, who are personally known to me.



by driver license
[Signature]

Doc #: 2017008837**Pages 10****E-FILED FOR RECORD**

02/02/2017 11:25AM

COUNTY CLERK
MONTGOMERY COUNTY, TEXASSTATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

02/02/2017County Clerk
Montgomery County, Texas