

## PROPOSED CHANGES – WOODCREEK SECTION 9 DEED RESTRICTIONS

	Would you Support Change?		Purpose for Change
#1		<p>Removal of all language related to the Declarant, Class B voting shares, Master Association, and other surplus language which is no longer applicable. Inapplicable Sections to be removed:</p> <p>Article I. Section 1.09 – references to Declarant only            Article I. Section 1.10            Article I. Section 1.11            Article I. Section 1.19            Article II. Section 2.02            Article II. Section 2.03            Article II. Section 2.04            Article III. Section 3.03 – Class B Membership only            Article VI. Section 6.02            Article VI. Section 6.05            Article IX. Section 9.11(a), (b), (c), (f)            Article XIV. Section 14.03            Article XIV. Section 14.04            Article XIV. Section 14.11</p>	<p>Removal of all outdated language that is no longer applicable</p>
#2		<p><b>Old Language:</b> “Member” or “Owner” shall mean and refer to each and every person or entity who is, alone or together with another person or entity, a record title owner of a fee or undivided interest in any lot, tract, or parcel of real estate out or part of the Property; <u>provided however</u>, the terms “Member” or “Owner” shall not include any person or entity holding a bona fide lien or security interest in any lot, condominium unit, apartment complex, or parcel of real estate out of or part of the Property as security for the performance of an obligation (unless and until such holder acquires record title to the applicable portion of the Property pursuant to foreclosure of such lien or security interest, a deed in lieu of foreclosure or other conveyance). Persons or entities shall be Owners by reason of ownership of portions of the Property used for public or private schools, governmental or quasi-governmental purposes, and such land shall be owned subject to all of the provisions of this Declaration, except that, notwithstanding anything to the contrary contained herein: (I) ownership of land devoted to such purposes described in this sentence shall not create any</p>	<p>Clarifies and updates the definition of who is an “Owner” and a “Member” of the HOA</p>

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	<p><b>Would you Support Change?</b></p>	<p>votes in the Owners owning such land, and (II) such non-voting Owners shall not be required to pay any assessments other than special individual assessments as described and authorized in this Declaration. No person or entity shall be an owner by reason of ownership of any public land, road, easement, right-of-way, or mineral interest.</p> <p><b>New Language:</b></p> <p>“<u>Member</u>” shall mean and refer to every Owner of a Lot which is subject to an assessment. The Members make up the body of the Association. Membership is appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment.</p> <p>“Owner” shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot situated upon the Properties, but notwithstanding any applicable theory of mortgages, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to one or more lots pursuant to foreclosure or any proceeding in lieu of foreclosure. References herein to the "Owners" in "The Subdivision" shall mean and refer to owners as defined in this declaration and all supplemental declarations.</p>	
<p>#3</p>		<p><b>Adding the Following Section</b></p> <p>Article II. Section 2. <u>Owner's Easement of Enjoyment</u>. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:</p> <p style="padding-left: 40px;">A. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;</p> <p style="padding-left: 40px;">B. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;</p> <p style="padding-left: 40px;">C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such</p>	<p>Adds language concerning the rights of use for the Common Areas and the rights of the HOA to suspend rights of use or transfer portions of the Common Areas with consent of the Members</p>

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	<p><b>Would you Support Change?</b></p>	<p>purposes and subject to such conditions as may be agreed by Members. No such dedication or transfer shall be effective unless an instrument signed by two-third (2/3rds) of the Members agreeing to such dedication or transfer has been recorded.</p> <p>Section 3. <u>Delegation of Use.</u> Any owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his Family, his tenants, or contract purchasers who reside on the Property.</p>	
<p>#4</p>		<p><b>Old Language:</b> Article III. Section 3.03. The Association shall have two (2) classes of voting membership:</p> <p>CLASS A MEMBERSHIP. Class A Members shall be all Owners, with the exception of the Declarant (until such time as Declarant becomes a Class A Member, pursuant to this Section 3.03). Subject to the provisions of Sections 3.05 and 3.06 hereof, Class A Members shall be entitled to:</p> <p>(a) Except as otherwise provided In Subsection (e) below, one (1) vote for each Lot owned by such Member (whether or not such Lot has been Improved with a residential structure); and</p> <p>(b) One (1) vote for each and every 10,000 square feet of the real estate owned by such Member out of and a part of the Property which does not constitute either (I) a Lot or (II) a portion of the Common Area. Fractional votes to which any Class A Member may be entitled pursuant to this Subsection (b) shall be rounded off to the nearest one-quarter (1/4) vote.</p> <p><b>New Language:</b> Article III. Section 3.03. <u>The Association shall have one (1) class of voting membership: Class A.</u> Class A members shall be all the respective Members of the Association. Class A members shall be entitled to one (1) vote for each Lot in the Subdivision in which they hold the interest required for membership by this Declaration or any Supplemental Declaration.</p>	<p>Clarifies who has the right to vote on HOA matters by specifying “one vote per lot”. Removes language concerning votes for owners of certain amounts of undeveloped square footage.</p>

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#5	<p><b>Would you Support Change?</b></p>	<p><b>Old Language:</b> Article IV. Section 4.03. Annual Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses anticipated by the Board of Directors for the purposes described in Sections 4.02 and 4.09 of this Declaration. The annual assessment to be levied against the Members of the Association for such fiscal year shall be established by the adoption of such annual budget by the Board of Directors of the Association. However, should such Board of Directors at any time determine, in the sole discretion of such Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of the Association in any fiscal year for any reason (including non-payment of assessments by Members of the Association), then the Board of Directors shall have the authority at any time and from time to time levy such additional assessment or assessments as they shall deem to be necessary for that purpose and/or to increase the amount of the annual assessment with respect to the remainder of the applicable fiscal year.</p>	<p>Updates language to reflect current practices which are annual assessments as opposed to monthly. Also specifies what number of votes need to be received in order to increase the annual assessments above a certain level.</p>
<p><b>New Language:</b> Article IV. Section 4.03. <u>Maximum Annual Assessment.</u> The maximum annual assessment shall be Three Hundred Fifty-Seven and No/100 Dollars (\$357.00) per Lot.</p> <p>A. The amount of the maximum annual assessment will be reviewed by the Board of Directors annually and may be revised beginning on January 1 of each year, provided however, the maximum annual assessment may not be increased more than 10% above the maximum annual assessment for the previous year without a vote of two-thirds (2/3rds) of the Members who are entitled to vote and who may vote, either in person or by proxy, at a meeting duly caused for this purpose.</p> <p>B. If the maintenance charge and assessment is not increased to the maximum allowed hereunder for any year, then in any subsequent year the maintenance charge and assessment may be increased to the maximum allowable for such subsequent year as if the maintenance charge and assessment had been increased to the maximum allowable for each and every year.</p> <p>C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.</p>			

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#6	<p><b>Would you Support Change?</b></p>	<p><b>Old Language:</b> Article IV. Section 4.05. Special Individual Assessments. Upon the affirmative majority vote of the Board of Directors of the Association, the Association may levy special assessments against individual Owners for: (i) reimbursement to the Association for repairs to the Common Area or improvements thereto, occasioned by the willful or negligent acts of such Owner(s), or the guests or invitees of such Owner(s), and not the result of ordinary wear and tear; and/or (ii) for payment of fines, penalties or other charges imposed against an individual or separate Owner relative to such Owner's failure to comply. with the provisions of this Declaration, the Bylaws of the Association or any rules or regulations promulgated hereunder, Including, without limitation, any costs and charges which are payable by such Owner pursuant to Section 11.02 hereof; and/or (iii) for payment or reimbursement of costs, expenses and attorneys' fees incurred by the Association in enforcing the provisions of this Declaration, the Bylaws of the Association or any rules and regulations promulgated hereunder with respect to such Owner or the portions of the Property owned by such Owner.</p>	<p>Requires notice of violation to include information as to what the violation is and the amount of any fines. Also gives the Owner an opportunity to cure the violation or have a hearing with the Board to resolve the matter.</p>
<p><b>New Language:</b> Article IV. Section 4.05. Special Individual Assessments. Upon the affirmative majority vote of the Board of Directors of the Association, the Association may levy special assessments against individual Owners for: (i) reimbursement to the Association for repairs to the Common Area or improvements thereto, occasioned by the willful or negligent acts of such Owner(s), or the guests or invitees of such Owner(s), and not the result of ordinary wear and tear; and/or (ii) payment of fines, penalties or other charges imposed against an individual or separate Owner relative to such Owner's failure to comply with the provisions of this Declaration, the Bylaws of the Association or any rules or regulations promulgated hereunder <u>which, if curable and do not pose a threat to public health or safety, are not cured by the Owner within 30 days after notice of the violation, including a description of the violation and the amount due and</u> including, without limitation, any costs and charges which are payable by such Owner pursuant to Section 11.02 hereof; and/or (iii) payment or reimbursement of costs, expenses and attorneys' fees incurred by the Association in enforcing the provisions of this Declaration, the Bylaws of the Association or any rules and regulations promulgated hereunder with respect to such Owner or the portions of the Property owned by</p>			

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	<p><b>Would you Support Change?</b></p>	<p>such Owner. <u>In addition to the opportunity to cure any violation of this Declaration or the Bylaws of the Association, if applicable, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. Additional fines may be assessed every 30 days for continuing violations that are not cured after receipt of the initial notice. The Board of Directors shall adopt a fine schedule for various violations of this Declaration, which schedule may be amended by majority vote of the Board. The initial fine shall be \$25.00 for each violation.</u></p>	
<p>#7</p>		<p><b>Old Language:</b> Article IV. Section 4.06. Vote Required for Special Assessment. Any special assessment levied by the Association In accordance with Section 4.04 of this Article IV must be approved by Members holding at least sixty-seven percent (67%) of the votes of all Members, determined in accordance with Section 3.03 hereof.</p> <hr/> <p><b>New Language:</b> Article IV. Section 4.06. Vote Required for Special Assessment. Any special assessment levied by the Association. In accordance with Section 4.04 of this Article IV must be approved by Members holding at least sixty-seven percent (67%) of the votes of all Members, determined in accordance with Section 3.03 hereof. <u>Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.03 or 4.04 shall be sent to all Members not less than 30 days nor more than 45 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 at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.</u></p>	<p>Adds notice and quorum requirements for Special Assessment meetings</p>

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<b>#8</b>	<b>Would you Support Change?</b>	<p><b>Old Language:</b> Article IX. Section 9.01. Residential Use. Each Estate comprising part of the Property shall be used and occupied for Residential Use only; provided, however, that nothing contained in this Section 9.01 shall be deemed to prohibit or restrict the activities expressly permitted pursuant to Sections 9.10 hereof. Without limitation of the foregoing, no structures or improvements shall be placed on any Lot unless such structures or improvements are associated with a single family residential Dwelling which has been, or will contemporaneously be, constructed on such Lot.</p>	<p>Allows for erection of a storage shed in backyards for lawn and gardening equipment</p>
		<p><b>New Language:</b> Article IX. Section 9.01. Residential Use. Each Estate comprising part of the Property shall be used and occupied for Residential Use only; provided, however, that nothing contained in this Section 9.01 shall be deemed to prohibit or restrict the activities expressly permitted pursuant to Sections 9.10 hereof. Without limitation of the foregoing, no structures or improvements shall be placed on any Lot unless such structures or improvements are associated with a single family residential Dwelling which has been, or will contemporaneously be, constructed on such Lot. <u>Notwithstanding the foregoing, structures less than 10 feet in height which are to be used for the storage of lawn and gardening equipment, tools, and other such items typically stored in non-air conditioned environments may be erected in the backyard of each Lot with prior approval from the Architectural Control Committee, provided that the structure is not visible from the street or other public or private thoroughfare.</u></p>	
<b>#9</b>		<p><b>Old Language:</b> Article IX. Section 9.06. <b>Commercial Use.</b> No manufacturing, industry, retail business or activity, trade or business which generally involves the provision of services to the public or by appointment, will be conducted or carried on upon any Estate or any part thereof, or in any building or other structure erected thereon, save and except any sales office maintained by Declarant, with the prior written approval of the Architectural Review Committee and in compliance with the zoning ordinances of the City of College Station, Texas; provided, however, that nothing contained In this Section 9.06 shall be deemed to prohibit or restrict (i) the activities expressly permitted pursuant to Section 9.10 hereof or (ii) businesses, professions or activities</p>	<p>Updates language to clarify uses of property as being single family residential with limited exceptions for working from home</p>

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	<p><b>Would you Support Change?</b></p>	<p>which are conducted out of a home office which do not violate the express provisions of this Section 9.06.</p>	
		<p><b>New Language:</b> Article IX. Section 9.06. <b>Single Family Residential Use.</b> Each Lot (including land and improvements) shall be used and occupied for single-family residential purposes only except as provided in this section. No Owner or other occupant shall use or occupy his Lot or permit the same or any part thereof to be used or occupied, for any purpose other than a private single-family residence for the Owner's Family as described above. As used herein, the term "single-family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant may conduct business activities at the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the residence by clients, customers, supplies or other business invitees or door-to-door solicitation of residents of the Properties; (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. Garage sales, yard sales, moving sales or similar activities may be conducted provided they are not more than two days in duration and no such sales take place more than two times per calendar year on any Lot. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's Family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or is not considered a trade or business within the meaning of this Section.</p>	



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<b>#10</b>	<b>Would you Support Change?</b>	<p><b>Old Language:</b> Article IX. Section 9.11(d). Following initial construction and sale, a dignified "for sale" sign of not more than five (5) square feet in size, acceptable to the Architectural Review Committee, may be utilized by the Estate owner of any Estate for the sale of such Estate.</p>	<p>Updates language for types of signs allowed in order to be consistent with other sections</p>
		<p><b>New Language:</b> Article IX. Section 9.11(d). Following initial construction and sale, a dignified "for sale" sign, <u>not more than two (2) political signs, school spirit signs, or security signs</u> of not more than five (5) square feet in size, acceptable to the Architectural Review Committee, may be utilized by the Estate owner of any Estate for the sale of such Estate.</p>	
<b>#11</b>		<p><b>Old Language:</b> Article IX. Section 9.14. External Sculpture, Gazebos, Greenhouses and Other Structures. No exterior sculpture, fountains, flags, outdoor furnishings, gazebos, pool pavilions, trellises, greenhouses, children's playhouses, treehouses, storage sheds or similar accessories or structures which are within public view or the view of adjacent Estates shall be constructed without the prior written approval of the Architectural Review Committee.</p>	<p>Adds language concerning types of flags that will be allowed to be displayed in order to be consistent with other sections</p>
		<p><b>New Language:</b> Article IX. Section 9.14. External Sculpture, Gazebos, Greenhouses and Other Structures. No exterior sculpture, fountains, flags, outdoor furnishings, gazebos, pool pavilions, trellises, greenhouses, children's playhouses, treehouses, storage sheds or similar accessories or structures which are within public view or the view of adjacent Estates shall be constructed without the prior written approval of the Architectural Review Committee. <u>Notwithstanding the forgoing, an Owner may display the flag of the United States of America, the State of Texas, an official replica flag of any branch of the United States armed forces, or any other flag that accords with the harmony or character of the Subdivision (as determined in the sole discretion of the Board) without prior approval of the Architectural Review Committee.</u></p>	

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<p><b>#12</b></p>	<p><b>Would you Support Change?</b></p>	<p>Addition of the following language concerning Solar Equipment:</p> <p>Article IX. Section 9.18(j). <u>Solar Equipment</u>. If an Owner desires to use solar panels or other solar equipment in connection with the use of any Lot, the location and installation design thereof shall be submitted to the Architectural Control Committee and approval of such design, including the aesthetics thereof, shall be required before construction may begin. If mounted on the roof, the panels must be parallel to the roofline conforming to the slope of the roof and not extend beyond the edge of the roof. The panel frame, piping, wiring and supports must be silver, bronze or black tone materials commonly available in the marketplace. If not roof mounted, the solar equipment must be no taller than the top of the fence line and be shielded from view from the street or adjoining property. Solar equipment shall not be installed in such a way that would void material warranties.</p>	<p>Adds language concerning installation of solar equipment to be consistent with other sections</p>
<p><b>#13</b></p>		<p>Addition of the following language concerning Doors and Windows:</p> <p>Article IX. Section 9.18(k). <u>Windows</u>. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designated to be decorative, security or other for other purposes, shall be installed on the exterior of any windows or doors of any dwelling. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time, not to exceed fourteen (14) days after taking occupancy of the dwelling. Foil shall not be used as window coverings at any time.</p>	<p>Adds language concerning doors and windows to be consistent with other sections</p>
<p><b>#14</b></p>		<p>Addition of the following language concerning Rain Harvesting Devices:</p> <p>Article IX. Section 9.18(l). <u>Rain Harvesting Devices</u>. Property owners may install rain harvesting devices on their Lot provided they meet the following architectural requirements. The devices may not be located closer to the street than the front building lines. The devices may not be a color different from the home's color scheme as determined by the Architectural Control Committee. The device may not display language or content that is not typically displayed as manufactured. The device must be less than 6 feet in height and shielded from view from the street or adjoining property.</p>	<p>Adds language concerning rain harvesting devices to be consistent with other sections</p>

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<p>#15</p>	<p><b>Would you Support Change?</b></p>	<p><b>Old Language:</b> Article XII. Section 12.01. Architectural Review Committee. The Architectural Review Committee (herein sometimes referred to as the "Committee") shall be composed of three (3) individuals selected and appointed by the Declarant. The Committee shall perform all duties specified to be performed by the Committee pursuant to this Declaration and shall function as the representative of the owners for the purposes consistent with the creation and preservation of the Property as a first-class residential development. Any vacancy in the Committee resulting from the removal, resignation or death of any member, or otherwise, shall be filled by an Individual designated by Declarant or, subject to the written consent of Declarant, by the Association. Declarant hereby designates Donald A. Adam, Keith H. Kuttler and Paul S. Darmitzel as the initial members of the Committee. Declarant shall have the power to change the membership of Architectural Review Committee from time to time, with or without cause, and notwithstanding anything to the contrary contained herein. Each member of the Committee shall act reasonably and in good faith in performing his duties and obligations under this Article XII.</p>	<p>Updates language concerning the identity of the Architectural Control Committee and codifies recent changes to the law concerning who is allowed to serve on the Committee. Also establishes annual election for the Committee members</p>
<p><b>New Language:</b> Article XII. Section 12.01. <u>The Association will have an Architectural Control Committee comprised of three (3) voting members (the "Voting Members") elected annually by the Members at the annual meeting of the Association. There is no limit as to the number of times a Voting Member may be reelected. The three (3) individuals receiving the highest vote totals, inclusive of both in person and proxy votes, shall be elected as the Voting Members. Voting Members may not be (1) a current member of the Board of Directors, (2) a current spouse of a member of the Board of Directors, or (3) a person residing in the household of a current member of the Board of Directors. In addition to the Voting Members, additional nonvoting members may serve in an advisory capacity as the Voting Members deem appropriate. In the event of death or resignation of any member or members of the Architectural Control Committee, the remaining members of the Architectural Control Committee shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full right, authority and power to carry out the functions of the Architectural Control Committee as provided herein, or to designate whomsoever with like right, authority and power. Each member of the</u></p>			

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	<b>Would you Support Change?</b>	Committee shall act reasonably and in good faith in performing his duties and obligations under this Article XII.	
<b>#16</b>		<p><b>Old Language:</b> Article XII. Section 12.02. The Committee is authorized and empowered to consider and review any and all aspects of construction, construction of other Improvements and location, quality and quantity of landscaping on the Estates, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Property. The Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of the restrictions and covenants described in Article IX hereof. Unless otherwise expressly provided in this Declaration, wherever the approval of the Committee is required by the provisions of this Declaration, such approval shall mean the prior written approval of the Committee.</p>	<p>Adds language to specify that decisions by the Architectural Control Committee are independent and no precedent for what will or will not be allowed is set when a decision is made.</p>
		<p><b>New Language:</b> Article XII. Section 12.02. The Committee is authorized and empowered to consider and review any and all aspects of construction, construction of other Improvements and location, quality and quantity of landscaping on the Estates, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Property. The Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of the restrictions and covenants described in Article IX hereof. Unless otherwise expressly provided in this Declaration, wherever the approval of the Committee is required by the provisions of this Declaration, such approval shall mean the prior written approval of the Committee. <u>Each review and approval or disapproval by the Architectural Control Committee is an independent decision. Previous approvals or disapprovals by the Architectural Control Committee do not set a precedent for what will or will not be approved in future requests.</u></p>	

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<b>#17</b>	<b>Would you Support Change?</b>	<p><b>Old Language:</b> Article XII. Section 12.06. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, disapproval of the matters submitted shall be presumed.</p>	<p>Changes timeline for approval or disapproval to 14-days</p>
		<p><b>New Language:</b> Article XII. Section 12.06. If the Committee fails to approve or disapprove such plans and specifications within <u>fourteen</u> (14) days after the date of submission, disapproval of the matters submitted shall be presumed.</p>	
<b>#18</b>		<p>Addition of the following language concerning Appeal of Architectural Control Committee in compliance with updates to the laws:</p> <p>Article XII. Section 12.06. <u>Appeal.</u> A decision by the Architectural Control Committee denying the plans, application, or request by an Owner may be appealed to the Board of Directors. The Board of Directors shall hold a hearing on the appeal not later than the 30<sup>th</sup> day after the date the Board receives the Owner’s request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10<sup>th</sup> day before the date of the hearing. The Board of Directors may affirm, modify, or reverse, in whole or in part, any decision of the Architectural Control Committee as consistent with this Declaration. The appealing Owner is only entitled to one appeal.</p>	<p>Update based on changes to State law which requires an opportunity to appeal before the Board any decision made by the Architectural Control Committee</p>
<b>#19</b>		<p><b>Old Language:</b> Article XIV. Section 14.01. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the office of the County Clerk of Brazos County, Texas, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument agreeing to abolish such covenants, conditions and restrictions is signed by Owners holding at least sixty-seven percent (67%) of the votes of all owners (determined in accordance with Section 3.03 hereon, and recorded In the Real Property Records of Brazos County, Texas, at least one (1) year in advance of the effective date of such abolishment. Upon any such abolishment, the terms and provisions of this</p>	<p>Updates the duration for which these Deed Restrictions are in effect.</p>

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	<p><b>Would you Support Change?</b></p>	<p>Declaration shall be of no further force and effect with respect to the period from and after the date of such abolishment.</p> <p><b>New Language:</b> Article XIV. Section 14.01. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of <u>ten (10)</u> years from the date that this Declaration is recorded in the office of the County Clerk of Brazos County, Texas, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument agreeing to abolish such covenants, conditions and restrictions is signed by Owners holding at least <u>seventy-five percent (75%)</u> of the votes of all Owners. Upon any such abolishment, the terms and provisions of this Declaration shall be of no further force and effect with respect to the period from and after the date of such abolishment.</p>	
<p><b>#20</b></p>		<p><b>Old Language:</b> Article XIV. Section 14.16. This Declaration may be amended by the written consent of Owners of portions of the Property holding at least sixty-seven percent (67%) of the total votes of all owners (determined in accordance with Section 3.03 hereof); provided, however, that no such amendment shall affect the rights or obligations of Declarant unless such amendment is consented to in writing by Declarant; further provided, notwithstanding anything to the contrary contained in this Declaration, that in the event the Association is party to any outstanding agreement to merge with another homeowners' association or to jointly manage the Property or the Common Area with another homeowners' association, no amendment to the Declaration shall be entered into without the prior written consent of such other homeowners' association (which consent may be conclusively evidenced by the certification of an officer of the Association contained in the applicable amendment). Any and all amendments to this Declaration shall be recorded In the Real Property Records of Brazos County, Texas.</p>	<p>Removes information concerning the Declarant and changes amendment threshold to 51% which is consistent with other sections</p>

## PROPOSED CHANGES – WOODCREEK SECTION 9 DEED RESTRICTIONS

	<p><b>Would you Support Change?</b></p>	<p><b>New Language:</b> Article XIV. Section 14.13. This Declaration may be amended by the written consent of Owners of portions of the Property holding at least fifty-one percent (51%) of the total votes of all Class A members. Any and all amendments to this Declaration shall be recorded in the Real Property Records of Brazos County, Texas.</p>	
#21		<p><b>Old Language: Section 14.14 Use of Words "Concord" or "Woodcreek".</b> No Owner, tenant, or licensee of any Owner or occupant of any Estate other than the Declarant, shall use the words "Concord" or "Woodcreek" or any combination or derivative thereof in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of (i) the Declarant, during the period prior to the date (the "Divestiture Date") upon which title to all Lots previously owned by Declarant has been conveyed by Declarant to third parties (other than any third party which has acquired substantially all of Declarant's interest in the Property and has expressly assumed Declarant's obligations hereunder), or (ii) the Association, during the period from and after the Divestiture Date; <u>provided, however</u>, without such consent, Owners, tenants, licensees, or occupants of any portion of the Property may use the terms "Concord" or "Woodcreek" in printed or promotional material, where such term is used solely to specify that such Owner's residence is located within the Woodcreek subdivision or on a street which includes the name Concord or Woodcreek.</p>	<p>Removed language concerning former HOA (Concord) and added Shadowcrest in its place. Also removed information concerning the Declarant</p>
		<p><b>New Language:</b> Section 14.14 Use of Words "Shadowcrest" or "Woodcreek". No Owner, tenant, or licensee of any Owner or occupant of any Estate shall use the words "Shadowcrest" "Woodcreek" or any combination or derivative thereof in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the Association; <u>provided, however</u>, without such consent, Owners, tenants, licensees, or occupants of any portion of the Property may use the terms "Shadowcrest" or "Woodcreek" in printed or promotional material, where such term is used solely to specify that such Owner's residence is located within the Woodcreek subdivision or on a street which includes the name "Shadowcrest" or "Woodcreek."</p>	

# PROPOSED CHANGES – WOODCREEK SECTION 9 DEED RESTRICTIONS

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): \_\_\_\_\_

Address of Lot: \_\_\_\_\_