



VG-342-2024-22548

Denton County
Juli Luke
County Clerk

Instrument Number: 22548

Real Property Recordings

MISCELLANEOUS

Recorded On: March 04, 2024 02:11 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$33.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 22548
Receipt Number: 20240304000578
Recorded Date/Time: March 04, 2024 02:11 PM
User: Denise W
Station: Station 18

Record and Return To:

WOODGATE NEIGHBORHOOD ASSOCIATION, INC
3108 OLD DENTYON ROAD, SUITE 115
CARROLLTON TX 75007



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

- (8) Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for the association, as well as to perform a physical inspection of the property and common areas, prior to purchase. This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision or Association. No person should rely on this Management Certificate for anything other than for identifying and contacting the Association.

SIGNED THIS 27 DAY OF February, 2024

BY: David Waters, President, on behalf of Woodgate Neighborhood Association, Inc.

PRINT NAME: DAVID L Waters

STATE OF TEXAS §

§

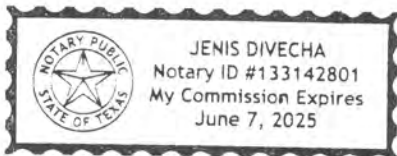
COUNTY OF DENTON §

BEFORE ME, the undersigned authority for WOODGATE NEIGHBORHOOD ASSOCIATION, INC., on this day, personally appeared _____ and acknowledged to me that they executed the same for the purposes and in the capacity therein expressed.

Given under my hand and seal of office this, the 27th day of Feb, 2024

Jenis Divecha

Notary Public, State of Texas



WOODGATE
NEIGHBORHOOD
ASSOCIATION, INC.

GOVERNING DOCUMENTS

SCANNED AND
ASSEMBLED FROM
ORIGINAL DOCUMENTS

WOODGATE
NEIGHBORHOOD
ASSOCIATION, INC.

ORIGINAL SPRING CREEK
CC&R

SCANNED AND
ASSEMBLED FROM
ORIGINAL DOCUMENTS

"THIS DECLARATION OF COVENANTS AND RESTRICTIONS - WOODGATE, ARE BEING FILED IN LIEU OF AND SUBSTITUTION OF THOSE CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS OF RECORD IN VOLUME 1202, PAGE 815, DEED RECORDS, DENTON COUNTY, TEXAS.

DECLARATION OF COVENANTS AND RESTRICTIONS

WOODGATE

50044

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, SPRING CREEK INVESTMENTS OF DALLAS, N.V., INC., hereinafter called Owner, being the owner of the lots described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"), hereby places on each and every lot comprising the Property the following restrictions, covenants and conditions, which are hereby made part of each and every deed hereafter executed and delivered conveying said lot(s) as if such restrictions, covenants and conditions were set out in full in such deed:

1. RESIDENTIAL ZONED PROPERTY USE:

The Property shall be used, and all improvements thereon occupied, for single family residential purposes only.

2. STRUCTURAL RESTRICTIONS:

No structure shall be erected on the property of materials other than brick, brick veneer, stone or stone veneer, stucco or stucco veneer unless the above-named material shall constitute at least 75% of the total outside area. "Adobe" or "Mexican" brick shall not be used. Openings and glass areas shall be considered to be of the material which is on either side of it. The total floor area of the main structure, exclusive of porches and garages shall be not less than 2,200 square feet for the homes in all blocks. The width of the front of the main structure shall be in harmony with the other dwellings in the addition.

No dwelling or residence or any other structure shall be designed, planned or constructed of more than one story, and one and one-half stories, or two stories in height, except with the express permission of the Architectural Committee hereinafter designated.

Each dwelling or residence shall provide garage structure with space for a minimum of two cars, and with the entry thereto from an alley, unless otherwise approved in writing by the Architectural Committee.

3. ARCHITECTURAL COMMITTEE:

No building shall be erected, placed or altered on any building plat on the Property until two complete sets of building plans and specifications and two plot plans of the locations showing drainage for lot; and location of such building shall have been delivered to the Architectural Committee designated as hereinafter provided, and until such building plans, specifications

and plot plan shall have been approved in writing by the Architectural Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Committee and the second copy shall be redelivered to the owner of the lot with the approval of the Architectural Committee appropriately endorsed thereon. Owner shall have authority to appoint the Architectural Committee. The Architectural Committee shall consist of not less than two nor more than five members and owner shall also have the authority to fill any vacancies in the Architectural Committee. The Architectural Committee is authorized to delegate to one or more representatives authority to perform the duties of the Architectural Committee as set forth herein. In the event the Architectural Committee as, or its designated representative, fails to approve or disapprove any building plans specifications and plot plans within thirty days after the same are submitted to it, and if all other terms contained in these restrictions have been complied with, the Architectural Committee shall be deemed to have approved such plans within said thirty day period. The Architectural Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services.

4. TEMPORARY STRUCTURE:

The undersigned Owner, or any other person bona fide engaged in the construction of improvements may maintain on the Property temporary construction offices, any such construction office to be promptly removed upon completion of the improvements constructed upon the Property. Except for such temporary construction office, no temporary structure of any kind shall be erected or placed on the Property and in no instance shall more than one dwelling or residence and the necessary outhouses to accommodate the owner or occupant thereof be erected or placed thereon. Any garage, servant's house, or other improvements erected more than one hundred twenty days prior to the completion of the main dwelling or residence shall be considered a temporary structure within the meaning of this paragraph.

5. BUILDING LINE:

All dwellings or residences erected or placed on the Property shall face the road or street upon which the Property faces, as the same is platted on the above described plat, or as may be otherwise prescribed in the deed from the undersigned conveying the same, and no portion of any structure shall be nearer to the road or street property line of the Property than as designated on said plat, and no structure of any kind (either dwellings or outhouses) shall be nearer than 10% of the width of the Property or 7 feet, whichever is less, to any inside perimeter boundary.

6. NUISANCES:

No boats, trailers, campers, or inoperable automobiles will be left on the street or the side yard within view of the street, such vehicles must be parked in a garage. No truck with tonnage in excess of one ton and no vehicle with painted advertisements shall be permitted to park overnight on the street within the addition at any time. No obnoxious or offensive activity of any kind whatsoever shall be carried on upon the Property, nor shall there be permitted any act thereon that may be or become any annoyance or nuisance to owner of lots within the addition.

7. FENCES:

Only a wooden or masonry fence shall be erected on the Property. No fence shall be erected forward of the front building line on the Property.

8. PETS:

No animal or fowl of any kind shall be raised, kept or quartered on any portion of the Property excepting only pets of the kind and number usual to a one family household. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, rabbits, peacocks, ducks, pigeons, and guinea fowl are expressly prohibited.

9. EASEMENTS:

All easements shown on the above described plat for the purpose of installation of and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easements.

10. SIGNS:

No signs for advertising purposes shall be displayed to the public view, by Homeowners or Builders, excepting only signs of customary dimensions (3 ft. X 4 ft. maximum) advertising said Property, or portions thereof, for sale.

11. ROOFS:

The roof pitch of any structure shall be 6 ft. X 12 ft. minimum and 12 ft. X 12 ft. maximum. Any deviation of roof pitch must be approved by the Architectural Committee. Wood shingle or rigid tile material shall be used as the roofing material on all structures unless otherwise approved by the Architectural Committee. This material should be in accordance with the Carrollton City Code.

12. MAILBOXES:

The mailboxes shall be placed two together on the property line. They shall not be constructed of materials other than the same brick or masonry materials of which the main structure consists. They shall be placed as indicated on the enclosed plat.

13. GARBAGE - WEEDS:

Unless otherwise expressly permitted by the Architectural Committee, garbage containers shall be placed so as not to be visible from the street. The Property shall not be used as a dumping ground for rubbish, trash, garbage or waste. The Property must be kept free of weeds and debris. If at any time an owner of any of the Property shall fail to control weeds, unsightly growth or debris, the Owner or its assigns, or any other lot owner within the addition shall have the right to go on the Property, mow and clean and bill owner of record for charges which the said Owner of record shall pay upon demand.

14. ANTENNAS AND AERIALS:

All television antennas and other antennas and aeri-als shall be located inside the attic or under roof, unless otherwise expressly permitted by the Architec-tural Committee.

15. LANDSCAPING AND DRAINAGE:

Landscaping of the Property must be completed within one hundred twenty days after the date the main structure is constructed nor any other alteration or change shall be made in the course of flow of any creek crossing or abutting the Property, without the approval of the Archi-tectural Committee. The Property shall be graded so that surface water will flow to the street or alley.

16. BUILDING PERMITS:

The Building Inspector of the City of Carrollton, TX or other municipal authority, is hereby authorized and empowered to refuse or revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on the Property, if such improvements do not conform to and comply with the restrictions set out herein.

17. WAIVER BY ARCHITECTURAL COMMITTEE:

The Architectural Committee may, in its discretion, approve construction of structures lacking not more than 10% of the minimum square footage required by paragraph 2 above, and may waive such other variations from these re-strictions as said Architectural Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

18. ENFORCEMENT:

Enforcements of these covenants and restrictions shall be a proceeding initiated by a person or persons owning any residential lot in the subdivision in which the Property is situated or by any member of the Archi-tectural Committee, or by the City of Carrollton, TX against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to re-strain violation or to recover damages for the violation,

or both. The Architectural Committoo, and each of its appointed mcmbers, shall enforce these covenants and restrictions by a proceeding or proceedings at law or in equity.

19. DURATION:

The restrictions hereinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned, and the respective successors, heirs, personal representative and assigns, until January 1, 1991, and said restrictions shall be automatically extended hereafter for successive ten year periods unless a three-fourths majority of the then owners of all lots within the hereinabove described subdivision which are encumbered by these or similar restrictions shall in writing change or modify the same in whole or in part by action taken during the last year of the primary term hereof or of any succeeding ten year renewal period. The foregoing restrictions shall be applicable only to the undersigned or by the other owners, from time to time, of the Property.

20. SERVICE FACILITIES:

All clothes lines or servic facilities must be enclosed within walls, fences or landscaping so as not to be visible from the outside of the Property.

21. SEVERABILITY:

In the event that any of the provisions contained herein shall be determined to be invalid, such invalidity shall not affect any of the other provisions hereof, but the same shall remain in full force and effect.

EXECUTED the 6th day of January, 1983.

SPRING CREEK INVESTMENTS OF DALLAS, N.V., INC.

By: Kendia Dorahue
Its: Vice President

THE STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, on this day personally appeared Kendia Dorahue, Vice Pres. of SPRING CREEK INVESTMENTS OF DALLAS N.V., INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 6th day of June, 1983.



Denise L. Nead
Notary Public in and for the
State of Texas

11/4/87

My commission expires on

EXHIBIT "A"

VOL. 1487 PAGE 59

Woodgate, an Addition to the City of Carrollton, Texas, according to the plat thereof recorded in Volume B, Page 218, Map and Plat Records of Denton County, Texas.

1947 69

EXHIBIT "A"

50044

FILED FOR RECORD

84 SEP 19 AM 11:05

FILED

MARY JO HILL, CO. CLERK
DENTON COUNTY, TEXAS

BY: *[Signature]* DEPUTY

Attention: Denton

Dallas, Texas 75248
16816 Dallas Parkway, Suite B
Spring Creek Investments of Dallas N. V., Inc.

FILED FOR RECORD 19th DAY OF September A.D. 1984, at 11:05 A.M.
RECORDED 19th DAY OF September A.D. 1984.
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.
BY: Randee Smith DEPUTY.

HARRIS

EXHIBIT "A"

FRANKFORD ROAD



WOOD GATE

ON OLD DENTON ROAD

WOODGATE
NEIGHBORHOOD
ASSOCIATION, INC.

ARTICLES OF
INCORPORATION

SCANNED AND
ASSEMBLED FROM
ORIGINAL DOCUMENTS



The State of Texas
Secretary of State



Abel W. Fairley
Secretary of State

ARTICLES OF INCORPORATION
OF
WOODGATE NEIGHBORHOOD ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas
MAR 26 1984

We, the undersigned natural persons, all of whom are citizens of the State of Texas and who are of the age of eighteen (18) years or more, acting as incorporators of the corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following articles of incorporation for such corporation.

ARTICLE ONE

NAME

The name of the corporation is Woodgate Neighborhood Association, Inc.

ARTICLE TWO

NON-PROFIT CORPORATION

The corporation is a non-profit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES

The purposes for which the corporation is organized are:

- (1) The specific and primary purpose is to promote the health, safety, and welfare of the homeowners and residents of the Woodgate Community.
- (2) The general purposes and powers are to have and exercise all rights and powers conferred on non-profit corporations under the laws of Texas, or which may hereafter be conferred, including the power to contract, rent, buy, or sell personal or real property; provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.
- (3) Without limiting the generality of the foregoing, other purposes of the corporation shall be to provide a means by which to acquire public areas for the common enjoyment of the community in which the corporation exists, to manage such common areas, to convey or dispose of such common areas in any manner approved by the corporation as hereinafter provided, and to enforce all covenants and restrictions affecting property in Woodgate which are of record.
- (4) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation, and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members or to distribute any gains, profits, or dividends to its members as such, nor to any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and further no director or officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Upon dissolution of the corporation or the winding up of its affairs, assets of the corporation shall be distributed exclusively to charitable or educational organizations which then qualify under the provisions of Section 501 of the Internal Revenue Code as tax exempt.

ARTICLE FIVE

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 1018 Staffordshire, Carrollton, Texas 75007, and the name of its initial registered agent at such address is Craig Bevil.

ARTICLE SIX

BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors of the corporation is three, and the names and addresses of the persons who are to serve as the initial directors are:

Craig Bevil
1018 Staffordshire
Carrollton, TX 75007

Al Smith
1003 Staffordshire
Carrollton, TX 75007

Karen Gutierrez
2905 Redwood
Carrollton, TX 75007

ARTICLE SEVEN

INCORPORATORS

The name and street address of each incorporator is:

Craig Bevil
1018 Staffordshire
Carrollton, TX 75007

Al Smith
1003 Staffordshire
Carrollton, TX 75007

Karen Gutierrez
2905 Redwood
Carrollton, TX 75007

In witness whereof, we have hereto set our hands this

_____ day of _____, 198_____

Craig Bevil

Al Smith

Karen Gutierrez

STATE OF TEXAS §

COUNTY OF DALLAS §

I, a notary public, do hereby certify that on this ____ day of _____, 198__, personally appeared before me Craig Bevil, Al Smith, and Karen Gutierrez, who, each by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements contained therein are true.

IN WITNESS WHEREOF I have hereunto set my hand and seal on the day and year above written.

My commission expires:

Notary Public of Dallas County, Texas

Notary's name typed or printed

WOODGATE
NEIGHBORHOOD
ASSOCIATION, INC.

BYLAWS

SCANNED AND
ASSEMBLED FROM
ORIGINAL DOCUMENTS

**Bylaws of Woodgate
Neighborhood Association, Inc.**

ARTICLE I

SECTION ONE: The name of this organization shall be Woodgate Neighborhood Association, Inc. and the complete title or its abbreviation "WNA" shall be used in all transactions of official business.

ARTICLE II

Purpose

SECTION ONE: The Woodgate Neighborhood Association (WNA) shall serve as an organization of the residence who have a common interest in the welfare and safety of the neighborhood which it seeks to serve. The aims of the Woodgate Neighborhood Association are to promote and enhance the quality of life in the Woodgate subdivision of Carrollton, Texas and to uphold and enforce, to the best of it's ability, the Declaration of Covenants and Restrictions as recorded in the County of Denton, Texas. WNA shall also represent the best interests of the neighborhood to the appropriate governmental bodies when it is deemed necessary.

ARTICLE III

Membership

SECTION ONE: Membership shall be extended to all households in the Woodgate subdivision of Carrollton, Texas, as shown on the Plat of Survey for Woodgate on file at the County of Denton.

SECTION TWO: Membership in the Woodgate Neighborhood Association shall be open to all households without regard to race, creed, color, religion, sex or age.

SECTION THREE: Dues shall be solicited via invoice, which will be delivered to each residence by January 15th and is payable by each resident no later than January 31st. At the discretion of the Board of Directors, dues may be increased during any calendar year. New residents shall pay full amount if they move into the neighborhood between the months of January thru June or one-half the amount if they move into the neighborhood between the months of July thru December.

SECTION FOUR: Each residence with paid membership dues shall be entitled to one vote. The vote for a household shall be exercised as the individuals of the household among themselves determine, but in no event shall more than one vote be cast with respect to any such residence.

SECTION FIVE: Written proxy votes may be made through block trustees or members of the Board of Directors.

**Bylaws of Woodgate
Neighborhood Association, Inc.**

ARTICLE IV

Meetings of Members

SECTION ONE: The annual meeting of the membership shall be held the third week of October for the purpose of electing officers and for the transaction of such other business as may come before the meeting. Meeting date subject to change pending facility availability.

SECTION TWO: Special and/or additional meetings of the members may be called by the President, two of the Board of Directors or at least one-half of the Block Trustees.

SECTION THREE: Notice of Meetings: The membership shall be informed of the meeting by written notice in the Newsletter and/or signs posted throughout the neighborhood at least 10 days before the meeting date. In the event of a special meeting of the members, three (3) days written notice or a telephone call for such meeting shall be given.

SECTION FOUR: Quorum: A quorum will consist of the Board of Directors, as defined in Article V, Section Two, or written proxy and at least ten (10) members or written proxies.

SECTION FIVE: A quorum is mandatory to conduct any business of the Woodgate Neighborhood Association, except special committees.

ARTICLE V

Officers/Block Trustees

SECTION ONE: The officers of Woodgate Neighborhood Association shall be elected from paid members of the association.

SECTION TWO: The Board of Directors of Woodgate Neighborhood Association shall be the president, vice president, secretary and treasurer and they shall constitute the Board of Directors.

SECTION THREE: The Board of Directors shall solicit a Block Trustee for each section of the neighborhood. These sections are marked and noted on the Plat of Survey for Woodgate. A Block Trustee will represent their section by attending all meetings of the Woodgate Neighborhood Association.

SECTION FOUR: Duties of Officers/Block Trustees:

1. President: The president shall have such duties and powers as are usually exercised by such an officer. The president shall designate the time and place of meetings, appoint all special committees, designate the chair thereof and fill vacancies therein, with the advice and consent of the vice president, secretary and treasurer. The president has the power to cast a vote only to break a tie. The president is responsible for publication of the WNA Newsletter and telephone directory. The responsibility of each new president is to obtain and transfer, into his/her possession all WNA documents from

Bylaws of Woodgate Neighborhood Association, Inc.

preceding board members. Lastly, the new president must transfer the address of record and notify the Secretary of State and City of Carrollton officials. Presidential responsibilities may be delegated at the discretion of the president.

2. Vice President: In the absence of the President, the vice president shall have the powers and duties of the president. The vice president shall coordinate the efforts of all standing committees and appoint the chair thereof and shall be responsible for recruiting block trustees and coordinating their efforts.

3. Secretary: The secretary shall keep the minutes of the meetings of the members and the board of directors and any special Executive Committee meetings in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws; be custodian of the Association records and see that the execution of all documents by the Association are duly authorized in accordance with the provisions of these bylaws; keep a register of the post office address of each member which shall be furnished to the secretary treasurer, and in general, perform all duties as from time to time may be assigned by the president.

4. Treasurer: The treasurer shall have the charge of all receipts and monies of the Association in a bank approved by the Board of Directors. The treasurer shall keep regular accounts of receipts and disbursements, and submit reports at regular meetings of the Association. The treasurer, president or vice president will sign all checks and withdrawal slips. The treasurer shall also present, at the annual meeting, a report on the current year's revenues and expenses and the projected budget for the upcoming year. The projected budget shall include a recommendation for dues for that year.

5. Block Trustees: The block trustees shall have the responsibility within their section to:

- * Attend all WNA meetings and represent their section.
- * Greet all new residents and explain WNA.
- * Distribute WNA information and Newsletter.
- * Appoint a substitute to attend WNA meetings in his/her absence.
- * Vote written proxies of absent members.

6. Board of Directors: The board of directors, by means of simple majority vote, will appoint a replacement officer or trustee who cannot complete his/her term. The board will also plan the agenda for each meeting. The newly elected board members shall solicit volunteers for all standing committees.

Bylaws of Woodgate Neighborhood Association, Inc.

SECTION FIVE: Election and Term of Office:

1. The officers and block trustees of WNA shall be elected annually by those members whose dues are paid. The term of an officer/trustee shall be one (1) calendar year beginning January 1st. Any elected officer/trustee may run for one (1) additional term (not to exceed two (2) consecutive years) if voted in.
2. The treasurer shall furnish a list of all members whose dues are paid as of the date of the annual meeting. Such list will be used to determine eligible voters as well as those eligible to hold office.
3. The election of officers shall be by written ballot unless otherwise specified by the membership of Woodgate Neighborhood Association.
4. The officers shall be elected by majority vote, with a quorum present.

ARTICLE VI

Standing Committees

SECTION ONE: The standing committees shall be:

1. Government: Must attend all City Council meetings and any other city meetings as they arise. A representative of this committee will report to members through the newsletter and/or meetings.
2. Crime Watch: Coordinate with the Police Department the Crime Watch Program. The Crime Watch captain shall coordinate, implement and suggest to the board ways to maintain and improve security and crime prevention throughout WNA and report to members through the newsletter and/or meetings.
3. Beautification and Maintenance: Coordinate and maintain common area including planting seasonal bedding plants at the Clinton entrance as well as maintenance and operation of sprinkler system.
4. Architectural: Monitor compliance with Declaration of Covenants and Restrictions and WNA Bylaws as needed. The Architectural Committee shall be empowered to approve or deny all plans for proposed improvements or alterations by any resident in Woodgate. All plans for such improvements or alterations must be submitted in duplicate and in writing prior to work beginning. This committee is also responsible for monitoring enforcements of all areas of compliance as stated in the Declaration of Covenants and Restrictions such as:

**Bylaws of Woodgate
Neighborhood Association, Inc.**

Mailboxes
Nuisances
Fences
Roofs
Satellite dishes/Antennas
Etcetera

The Architectural Committee will have complete authority to uphold Article 7, Sec. 1.

ARTICLE VII

Enforcement

SECTION ONE: Procedures of notification are:

1. Send out via mail first written notification of violation, with explanation of required remedies. Violators will have 30 days to comply.
2. Second written notice of violation via certified mail with copy of first notice. Violators will have 20 days to comply.
3. Final written notice via certified mail of violation with reference to possible legal action. Violators will have 15 days to comply.
4. Send out certified written notice to violator that WNA is consulting legal council for remedy. (Possible result may be a lien being placed on said property.)

Additional information regarding enforcements can be found under Section 18 of the Declaration of Covenants and Restrictions.

ARTICLE VIII

Books and Records

SECTION ONE: The Association shall keep correct and complete books and records of the accounts and shall keep minutes of the proceedings of the meetings held by members and Board of Directors, and shall keep a record giving names and addresses of the members entitled to vote. These books and records shall be maintained by the President or appropriate Board member. All books and records of WNA may be inspected at any time by any member; current in their dues for any reasonable purpose.

Bylaws of Woodgate
Neighborhood Association, Inc.

ARTICLE IX

Amendments to Bylaws

SECTION ONE: These bylaws may be altered, amended or repealed and new bylaws may be adopted by a two-thirds vote of a quorum, as indicated in Article IV, Section 4 of the bylaws; present at the annual meeting or special/regular meetings with at least seven days written notice given of intention to alter, amend, repeal or adopt new bylaws at such meeting. This does not apply to business conducted by any special committee as stated in Article IV, Section 5 of the bylaws.

ASSIGNMENT OF RIGHTS UNDER
DECLARATION OF COVENANTS AND RESTRICTIONS

2000

STATE OF TEXAS §

COUNTY OF DENTON §

The undersigned, SPRING CREEK INVESTMENTS OF DALLAS N.V., INC. ("Assignor"), for and in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by WOODGATE NEIGHBORHOOD ASSOCIATION, INC. ("Assignee"), does hereby assign, transfer, convey and quit-claim unto the said Assignee all assignable rights now owned by Assignor as set forth in that certain Declaration of Covenants and Restrictions filed of record in Volume 1202, Page 815, Deed Records of Denton County, Texas, to which reference is here made for all purposes, including, but not limited to, Assignor's right to fill vacancies in the Architectural Committee. Assignee, by accepting this Assignment, understands and agrees that Assignor is making no warranties or representations that any rights of Assignor contained in the above-referenced Declaration of Covenants and Restrictions may be assigned by Assignor and agrees to indemnify and hold Assignor harmless of and from any cost, expense or liability incurred by Assignor by reason of any act hereafter taken by Assignee under and pursuant to this Assignment.

EXECUTED on the dates hereinafter written.

ASSIGNOR:

SPRING CREEK INVESTMENTS OF
DALLAS N.V., INC.

June 5 1984
Date of Execution by Assignor

By [Signature]
Its Vice President

ASSIGNEE:

WOODGATE NEIGHBORHOOD ASSOCIATION,
INC.

3/8
Date of Execution by Assignee

By [Signature]
Its [Signature]

STATE OF TEXAS §
COUNTY OF DALLAS §

STATE OF TEXAS §

COUNTY OF Hollis §

This instrument was acknowledged before me on June 14th, 1984,
by GRAIG J. Bevil, President of WOODGATE
NEIGHBORHOOD ASSOCIATION, INC., a Texas corporation, on
behalf of said corporation.

Wanda S. [Signature]
Notary Public in and for the
State of Texas

My Commission Expires:

Aug 6 1985

WOODGATE
NEIGHBORHOOD
ASSOCIATION, INC.

PLAT OF SUBDIVISION

SCANNED AND
ASSEMBLED FROM
ORIGINAL DOCUMENTS

MICHAEL N. McNEFF, TRUSTEE
VOL. 285, PG. 529

MRS. PEARL GRAVELY
VOL. 375, PG. 500

FRANKFORD ROAD

N 88°32' E 1249.71'

N 88°32' E 340.00'

NO.	AREA	AC.	PERCENT	AREA	AC.	PERCENT
1	1.00	1.00	100.00	1	1.00	100.00
2	1.00	1.00	100.00	2	1.00	100.00
3	1.00	1.00	100.00	3	1.00	100.00
4	1.00	1.00	100.00	4	1.00	100.00
5	1.00	1.00	100.00	5	1.00	100.00
6	1.00	1.00	100.00	6	1.00	100.00
7	1.00	1.00	100.00	7	1.00	100.00
8	1.00	1.00	100.00	8	1.00	100.00
9	1.00	1.00	100.00	9	1.00	100.00
10	1.00	1.00	100.00	10	1.00	100.00
11	1.00	1.00	100.00	11	1.00	100.00
12	1.00	1.00	100.00	12	1.00	100.00
13	1.00	1.00	100.00	13	1.00	100.00
14	1.00	1.00	100.00	14	1.00	100.00
15	1.00	1.00	100.00	15	1.00	100.00
16	1.00	1.00	100.00	16	1.00	100.00
17	1.00	1.00	100.00	17	1.00	100.00
18	1.00	1.00	100.00	18	1.00	100.00
19	1.00	1.00	100.00	19	1.00	100.00
20	1.00	1.00	100.00	20	1.00	100.00
21	1.00	1.00	100.00	21	1.00	100.00
22	1.00	1.00	100.00	22	1.00	100.00
23	1.00	1.00	100.00	23	1.00	100.00
24	1.00	1.00	100.00	24	1.00	100.00
25	1.00	1.00	100.00	25	1.00	100.00
26	1.00	1.00	100.00	26	1.00	100.00
27	1.00	1.00	100.00	27	1.00	100.00
28	1.00	1.00	100.00	28	1.00	100.00
29	1.00	1.00	100.00	29	1.00	100.00
30	1.00	1.00	100.00	30	1.00	100.00
31	1.00	1.00	100.00	31	1.00	100.00
32	1.00	1.00	100.00	32	1.00	100.00
33	1.00	1.00	100.00	33	1.00	100.00
34	1.00	1.00	100.00	34	1.00	100.00
35	1.00	1.00	100.00	35	1.00	100.00
36	1.00	1.00	100.00	36	1.00	100.00
37	1.00	1.00	100.00	37	1.00	100.00
38	1.00	1.00	100.00	38	1.00	100.00
39	1.00	1.00	100.00	39	1.00	100.00
40	1.00	1.00	100.00	40	1.00	100.00
41	1.00	1.00	100.00	41	1.00	100.00
42	1.00	1.00	100.00	42	1.00	100.00
43	1.00	1.00	100.00	43	1.00	100.00
44	1.00	1.00	100.00	44	1.00	100.00
45	1.00	1.00	100.00	45	1.00	100.00
46	1.00	1.00	100.00	46	1.00	100.00
47	1.00	1.00	100.00	47	1.00	100.00
48	1.00	1.00	100.00	48	1.00	100.00
49	1.00	1.00	100.00	49	1.00	100.00
50	1.00	1.00	100.00	50	1.00	100.00
51	1.00	1.00	100.00	51	1.00	100.00
52	1.00	1.00	100.00	52	1.00	100.00
53	1.00	1.00	100.00	53	1.00	100.00
54	1.00	1.00	100.00	54	1.00	100.00
55	1.00	1.00	100.00	55	1.00	100.00
56	1.00	1.00	100.00	56	1.00	100.00
57	1.00	1.00	100.00	57	1.00	100.00
58	1.00	1.00	100.00	58	1.00	100.00
59	1.00	1.00	100.00	59	1.00	100.00
60	1.00	1.00	100.00	60	1.00	100.00



JOHNSON DEVELOPMENT
2.315 AC.

NOTTINGHAM ESTATES NO. 1-A
VOL. 11, PG. 24 MRDCT

NOTE: NO FENCE SHALL BE CONSTRUCTED OR PLACED WITHIN THE 50' LONE STAR GAS EASEMENT.

TYPICAL LONE STAR GAS CO. ESMT.
NO SCALE

TYPICAL G.T.E. ESMT.
NO SCALE

CERTIFICATE OF APPROVAL

APPROVED BY THE CITY OF COLLETON, TEXAS

William R. Brantly
City Engineer, Colleton, Texas

DATE: 11-9-1970

(I, Clerk, Colleton, City Engineer, certify that this plat has been approved by the Planning Commission of the City of Colleton, Texas.)

Clara D. Hill
City Clerk, Colleton, Texas

LEGEND

- 10' x 10' TRANSFORMER EASEMENT
- 10' EASEMENT
- 5' EASEMENT
- 5' EASEMENT
- 5' EASEMENT
- 5' EASEMENT

TYPICAL T.P.O. ESMT.
NO SCALE

This plat approved subject to all existing ordinances, rules, regulations, and resolutions of the City of Colleton, Texas.

WITNESSED BY ME AT DALLAS, TEXAS, THIS 11th DAY OF NOV. 1970.

Robert L. Zollars
Notary Public

STATE OF TEXAS
COUNTY OF DALLAS

ROBERT L. ZOLLARS
35168
NOTARY PUBLIC

NOTARY PUBLIC
COUNTY OF DALLAS, TEXAS

WOODGATE
OR Old Denton Road

AN ADDITION TO THE CITY OF COLLETON, TEXAS
OUT OF THE MRS. JOHANN A. MUELLER SURVEY ABST. 24
W.M. SPREY SURVEY ABST. 795
CITY OF COLLETON, DENTON COUNTY, TEXAS

DENTON HILLS DEVELOPMENT, CORP.
200 EXPRESSION TOWER
DALLAS, TEXAS 75205

WATT-ZOLLARS
8730 SONG CREEK SUITE 121
DALLAS, TEXAS 75246
314/434-0266

PROJECT NO. 79121