141269

DEED RECORDS

VOL 377 PAGE 518

SUBDIVISION MAINTENANCE CHARGE AND USE RESTRICTONS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

That Reids Prairie, Inc., (hereinafter called "Owner"), being the owner of that certain tract of land located in the Wm. Baird Survey, A-10, in Waller County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as "WOODLAND LAKES", the plat of said WOODLAND LAKES being filed for record in Volume 355, Page 773, of the Deed Records of Waller County, Texas; and desiring to create and carry out a uniform plan for the maintenance, improvement, development and sale of all the lots in said subdivision for the benefit of the present and future owners of said lots, does hereby adopt and establish the following maintenance charge and the following reservations, restrictions, covenants, and easements, to apply uniformly to each lot located in said subdivision:

1. Maintenance Charge

Each lot in Woodland Lakes shall be subject to such maintenance charge as may be established pursuant to this Section. The purpose of this maintenance charge shall be to create a fund out of which to expend such sums as may be determined by the party or parties designated to administer said fund to be necessary in order to maintain the lake in Woodland Lakes located within the area shown as the "Reserved Area Lake" on the map or plat of said subdivision, as well as to maintain the access area to said lake. In addition, the purpose of this maintenance charge shall be to provide a fund for the payment of such expenses as may be determined to be necessary for the maintenance of lots in the subdivision.

(a) At any time after the date herein set out the "date of adoption" of these restrictions, the owners of a majority of the lots in Woodland Lakes shall by appropriate resolution be authorized to establish the maintenance charge to be assessed, including the amount of such assessment and the time and manner of payment. The amount of any maintenance charge to be assessed shall be directly related to the funds anticipated as required to be expended for the above stated purposes of said fund. In connection with the establishment of the maintenance charge to be assessed, the lot owners shall also designate the person or persons who are to administer the maintenance fund, including the collection of the amounts payable by reason of the assessment, the determination of the purposes for which amounts are to be expended, and the payment of such expenses as have been incurred. For the purpose of voting on the establishment of the maintenance charge, each lot shall be entitled to one (1) vote, regardless of the number of persons who may own such lot, and those persons purchasing a lot under a Contract for Deed shall be deemed to be an owner. Once the maintenance charge has been established by a vote of the majority of the lot owners in Woodland Lakes, as herein

authorized, a majority of the lot owners shall be authorized in a similar manner from time to time to modify, suspend, terminate or reinstate all, or any part of, the terms and conditions related to the assessment of the maintenance charge.

- (b) At such time as the maintenance charge authorized under this Section may hereafter be imposed, the amount of such maintenance charge, together with interest at the rate of ten percent (10%) per annum from the date the same is due and payable until paid, together with all collection expenses and reasonable attorney's fees incurred in connection with collection, shall be secured by an express lien hereby created and imposed on each lot in Woodland Lakes, including lots sold under a Contract for Deed.
- (c) The express lien created and imposed herein as security for the payment of said maintenance charge shall be enforceable through appropriate legal proceedings in the manner prescribed by law.
- (d) Purchase money liens and Mechanics' and Materialmen's Liens placed upon any lot for the purpose of constructing a residence or other buildings or improvements thereon and recorded in accordance with the laws of the State of Texas shall be, from the date of the recordation of the instrument evidencing such liens, superior to any and all express liens herein expressly created as security for the payment of the maintenance charge.
- (e) In addition to taking subject to the maintenance charge and lien hereby created, each Buyer of each lot by the acceptance of a Deed or by entering into a Contract for Deed shall be deemed to have covenanted, bargained and agreed to be personally liable for the maintenance charge payable during the period he holds title under such Deed or the period he is purchasing under a Contract for Deed, whichever the case may be.

2. <u>Use Restrictions and Architectural Control</u>

Every lot, whether sold by Contract for Deed or otherwise, shall be subject to the following restrictions;

(a) No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by the Architectural Control Committee as to quality of workmanship and materials and as to location. In addition, no building or other improvement shall be occupied by any person until the Architectural Control Committee approves such structure as suitable for occupancy. The Architectural Control Committee is composed of two (2) members whose

names and addresses are: Mark S. Robinson, 9525 Katy Freeway, Suite 204, Houston, Texas 77024, and Irion S. Heyman, 9525 Katy Freeway, Suite 204, Houston, Texas 77024. In the event of the resignation, death or inability of either member of the Committee, the remaining member of the Committee shall have the full authority to designate a successor. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time following two (2) years after the date herein set out as the "date of adoption" of these restrictions, the owners of a majority of the lots in Woodland Lakes shall be empowered through a duly recorded written instrument to change the number and membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. For the purposes of voting on such changes in the number, membership, powers or duties of the Committee, each lot shall be entitled to one (1) vote, regardless of the number of persons who may own such lot, and those persons purchasing a lot under a Contract for Deed shall be deemed to be an owner. Committee's approval or disapproval of construction plans and specifications, as well as suitability for occupancy, as required by this covenant, shall be in writing. If the Committee fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if after the construction has been commenced, no suit is brought to enjoin such construction prior to the completion of the improvements, then approval of such plans and specifications shall not be required. Likewise, if the Committee fails to give written approval that a building or other improvement is suitable for occupancy within thirty (30) days of a request for such approval, then approval of such structure for occupancy shall not be required, and this covenant shall be deemed to have been fully satisfied.

- (b) No improvements shall be erected or placed on any lot for the purpose of using such lot solely for the conduct of any commercial enterprise. Any business or commercial activity conducted on any lot must be carried on in conjunction with the use of such lot as a private family residence. Any busines or commercial activity authorized under these covenants shall be maintained only within or in back of the residence and in such manner as not to be visible from the road which provides ingress and egress to the other lots.
- (c) On Lots 1 through 20 and 32 through 40, inclusive, residences shall be built upon the lot and shall contain a minimum of 1,200 square feet, exclusive of porches, garages and covered walkways. Every residence shall meet the building code requirements of Waller County, Texas.

- (d) On Lots 21 through 31, inclusive, residences may be either built upon a lot or be a manufactured home with a minimum of 98% square feet. Manufactured homes shall be blocked level, tied down with appropriate earth anchors and skirted within ninety (90) days of delivery. If the manufactured home is other than new, inspection and approval in writing by the Architectural Control Committee prior to delivery is required.
- (e) A storage building or a closed garage shall be installed on a lot within ninety (90) days of the completion of construction of the residence or the delivery of the manufactured home, whichever the case may be. The dimension of the storage building or closed garage shall be at least 210 cubic feet; for example, 5' wide by 6' long by 7' high.
- (f) The front steps of any residence must either be concrete or attached to a site built porch.
- (g) Boats, campers and other vehicles suitable for recreational purposes shall be allowed to be stored on a lot; provided, that such vehicles shall be located only behind the residence and not closer than ten (10) feet to an adjoining lot.
- (h) No residence shall be erected or placed on any lot nearer than fifty (50) feet from the frontage of said lot on the road which provides ingress and egress to the other lots and nearer than ten (10) feet to an adjoining lot. All other structures, such as unattached garages, barns and sheds, shall be located behind the residence and shall not be nearer than five (5) feet to an adjoining lot. The residence shall be parallel to the road frontage with the front door side facing the road.
- (i) No platted lot shall be used for more than one residence.
- (j) Only properly licensed operating vehicles shall be permitted to be kept on any lot. No vehicles shall be parked on the road which provides ingress and egress to the other lots; all vehicles shall be parked on a lot on the driveway or a parking area topped with gravel.
- (k) No barbed wire or chicken fencing shall be permitted.
- (1) All grass, weeds and vegetation situated on each lot, other than garden plants, shall be mowed and trimmed at regular intervals. If after the giving of at least ten (10) days prior written notice to an owner or purchaser of any lot by the Architectural Control Committee (which notice shall be by certified mail, postage prepaid, addressed to the last known address of the owner of such lot or the purchaser of such lot under a Contract for Deed), such owner or purchaser shall fail to cause the grass, weeds or vegetation growing

on said lot to be maintained in a reasonably mowed manner, the Architectural Control Committee, at its option, may have such grass, weeds or vegetation mowed or trimmed. All sums expended by the Architectural Control Committee, as herein authorized, shall be due and payable on demand by the owner or purchaser of such lot and shall be secured by an express lien herein created against such lot.

- (m) No sign of any kind shall be displayed on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by Owner to advertise the property.
- (n) No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to nearby property owners.
- (o) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- (p) No outside toilets shall be erected, placed or used upon any lot. Sewage shall be disposed of by means of a septic tank. All septic tank systems shall meet all standards imposed by Waller County and by the State of Texas. In addition, no lot shall be occupied until the septic tank system is accepted and approved in writing by the Architectural Control Committee.
- (q) No lot shall be used or maintained as a dumping ground for rubbish or as a storage place for junk. Trash, garbage or other waste shall not be left except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (r) All driveways to the road which provides ingress and egress to the other lots shall connect to the road over a culvert pipe of ample size to permit an adequate flow of water through the road ditches, or, if a bridge is used, it shall be of sufficient height to permit the free flow of water under it.
- (s) Livestock and animals considered pets shall be permitted, provided that the number of such animals is not so great as to be noxious or offensive to nearby property owners.
- (t) Discharge of firearms, pellet guns and air rifles on any lot or on the adjoining roadway shall not be permitted.
- (u) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31,

1999, after which date said covenants shall be automatically extended for successive twenty (20) year periods unless an instrument executed by seventy-five percent (75%) of those persons then holding title to the lots in Woodland Lakes has been recorded, agreeing to change said covenants in whole or in part. For the purpose of determining whether seventy-five percent (75%) of those persons then holding title to the lots have agreed to change these covenants in whole or in part, each lot shall have one (1) vote regardless of the number of persons who may own such lot.

(v) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either specifically to enforce such covenants or to recover damages for their breach.

(w) Invalidation of any one of these covenants by judicial decree shall in nowise affect the force and effect of any other covenant.

Date of Adoption: October 4, 1982.

REIDS PRAIRIE, INC.

By: Mark S. ROBINSON, President

ATTEST:

AND D Slyman

IRION S :- HEYMAN,

Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared MARK S. ROBINSON, President of Reids Prairie, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacity therein stated.

day of ________, 1985.



Filed For Record Recorded NOTARY PUBLIC in and for The State of T e x a s
My Commission Expires:
9-24-85

CHARLENE SCHINDLER
Notary Public, State of Texas
6 My Commission Expires September 24, 1985

Feb. 12, A.D., 1985 at 10:50 o'clock A. M.

Feb. 14, A.D., 1985 at 2:00 o'clock P. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas.

By County Chery Deputy

175708

WOODLAND LAKES SUBDIVISION AMENDED RESTRICTION

DEED RECORDS VOL 459 PAGE 257

THE STATE OF TEXAS)
COUNTY OF WALLER)

KNOW ALL MEN BY THESE PRESENTS:

That Reids Prairie, Inc., (hereinafter called "Owner"), being the owner of that certain tract of land located in the Wm. Baird Survey, A-10, in Waller County, Texas, which has heretofore platted and subdivided into that certain subdivision known as "WOODLAND LAKES", the plat of said WOODLAND LAKES being filed for record in Volume 355, Page 773, of the deed Records of Waller County, Texas; and desiring to create and carry out a uniform plan for the maintenance, improvement, development and sale of all the lots in said subdivision for the benefit of the present and future owners of said lots, does hereby adopt and establish the following maintenance charge and the following reservations, restrictions covenants, and easements, to apply uniformly to each lot located in said subdivision:

Use Restrictions and Architectural Control

- (a) No improvements shall be erected or placed on any lot for the purpose of using such lot solely for the conduct of any commercial enterprise. Any business or commercial activity conducted on any lot must be carried on in conjunction with the use of such lot as a private family residence. Any business or commercial activity authorized under these covenants shall be maintained only within or in back of the residence and in such manner as not to be visible from the road which provides ingress and egress to the other lots.
- (b) Residences may be either built upon a lot or be a manufactured home with a minimum of 980 square feet. Manufactured homes shall be blocked level, tied down with appropriate earth anchors and skirted within ninety (90) days of delivery. If the manufactured home is other than new, inspection and approval in writing by the Property Owners Committee prior to delivery is required.
- (c) A storage building or a closed garage shall be installed on a lot within ninety (90) days of the completion of construction of the residence of the delivery of the manufactured home, whichever the case may be. The dimensions of the storage building or closed garage shall be at least 210 cubic feet; for example, 5' wide by 6' long by 7' high.
- (d) The front steps of any residence must either be concrete or attached to a site built porch.

- (e) Boats, campers and other vehicles suitable for recreational purposes shall be allowed to be stored on a lot; provided, that such vehicles shall be located only behind the residence and not closer than ten (10) feet to an adjoining lot.
- (f) No residence shall be erected or place on any lot nearer than thirty (30) feet from the frontage of said lot on the road which provides ingress and egress to the other lots and nearer than ten (10) feet to an adjoining lot. All other structures, such as unattached garages, barns and sheds, shall be located behind the residence and shall not be nearer than five (5) feet to an adjoining lot. The residence shall be parallel to the road frontage with the front door side facing the road.
- (g) No platted lot shall be used for more than one residence.
- (h) Only properly licensed operating vehicles shall be permitted to be kept on any lot. No vehicles shall be parked on the road which provides ingress and egress to the other lots; all vehicles shall be parked on a lot on the driveway or a parking area topped with gravel.
- All grass, weeds and vegetation situated on each lot, other than garden plants, shall be mowed and trimmed at regular intervals. If after the giving of at least ten (10) days prior written notice to an owner or purchaser of any lot by the Property Owners Committee (which notice shall be by certified mail, postage prepaid, addressed to the last known address of the owner of such lot or the purchaser of such lot under a Contract for Deed), such owner or purchaser shall fail to cause the grass, weeds or vegetation growing on said lot to be maintained in a reasonably mowed manner, the Property Owners Committee, at its option, may have such grass, weeds or vegetation mowed or trimmed. All sums expended by the Property Owners Committee, as herein authorized, shall be due and payable on demand by the owner or purchaser of such lot and shall be secured by an express lien herein created against such lot.
- (j) No sign of any kind shall be displayed on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by Owner to advertise the property.
- (k) No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to nearby property owners.
- (I) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. With the exception of a well-kept travel trailer

which can be used as a home for up to one (1) year, while building the home.

- (m) No outside toilets shall be erected, placed or used upon any lot. Sewage shall be disposed of by means of a septic tank. All septic tank systems shall meet all standards imposed by Waller County and by the State of Texas. In addition, no lot shall be occupied until the septic tank system is accepted and approved in writing by the Property Owners Committee.
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- (p) Livestock and animals considered pets shall be permitted, provided that the number of such animals is not so great as to be noxious or offensive to nearby property owners.
- (q) Discharge of firearms, pellet guns and air rifles on any lot or on the adjoining roadway shall not be permitted.
- (r) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2001, after which date said covenants shall be automatically extended for successive twenty (20) year periods unless an instrument executed by seventy-five percent (75%) of those persons then holding title to the lots in Woodland Lakes has been recorded, agreeing to change said covenants in whole or in part. For the purpose of determining whether seventy-five percent (75%) of those persons then holding title to the lots have agreed to change these covenants in whole or in part, each lot shall have one (1) vote regardless of the number of persons who may own such lot.
- (s) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either specifically to enforce such covenants or to recover damages for their breach.
- (t) Invalidation of any one of these covenants by judicial decree shall in nowise affect the force and effect of any other covenant.

Date of Adopti	on: October	<u>23. 1991</u>	DEED RECORDS
s *		G. H. M.	VOL 459 PAGE 260
		Ву:	Allen Griffig
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THE STATE OF 1	TEYAS I		
COUNTY OF WA	· · · · · · · · · · · · · · · · · · ·	NOW ALL MEN BY T	HESE PRESENTS:
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or Record		AD 1991 at	o'clockM.
RECORDED			o'clockM. o'clockM.
			Waller County, Texas.
		Ву	
		- 4 -	Deputy
Filed for Record		· · · · · · · · · · · · · · · · · · ·	and and the second of the seco
	Oct. 23		1:10 o'clock P. M.
RECORDED	Oct. 24	A.D., 1991 at	11:20 o'clock A. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas.

By Deputy

Deputy

176772

WOODLAND LAKES SUBDIVISION AMENDED RESTRICTION

VOL 461 PAGE 849

THE STATE OF TEXAS)
COUNTY OF WALLER)

KNOW ALL MEN BY THESE PRESENTS:

That Allen Griffis, Margie Hamner, George Miller, and Novilla Miller, (G.H.M.), (hereinafter called "Owner"), being the owner of that certain tract of land located in the Wm. Baird Survey, A-10, in Waller County, Texas, which has heretofore platted and subdivided into that certain subdivision known as "WOODLAND LAKES", the plat of said WOODLAND LAKES being filed for record in Volume 355, Page 773, of the deed Records of Waller County, Texas; and desiring to create and carry out a uniform plan for the maintenance, improvement, development and sale of all the lots in said subdivision for the benefit of the present and future owners of said lots, does hereby adopt and establish the following maintenance charge and the following reservations, restrictions covenants, and easements, to apply uniformly to each lot located in said subdivision:

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- (c) A storage building or a closed garage shall be installed on a lot within ninety (90) days of the completion of construction of the residence of the delivery of the manufactured home, whichever the case may be. The dimensions of the storage building or closed garage shall be at least 210 cubic feet; for example, 5' wide by 6' long by 7' high.
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- (I) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. With the exception of a well-kept travel trailer

VOL 461 PAGE 851

which can be used as a home for up to one (1) year, while building the home.

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- (p) Livestock and animals considered pets shall be permitted, provided that the number of such animals is not so great as to be noxious or offensive to nearby property owners.
- (q) Discharge of firearms, pellet guns and air rifles on any lot or on the adjoining roadway shall not be permitted.
- (r) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2001, after which date said covenants shall be automatically extended for successive twenty (20) year periods unless an instrument executed by seventy-five percent (75%) of those persons then holding title to the lots in Woodland Lakes has been recorded, agreeing to change said covenants in whole or in part. For the purpose of determining whether seventy-five percent (75%) of those persons then holding title to the lots have agreed to change these covenants in whole or in part, each lot shall have one (1) vote regardless of the number of persons who may own such lot.
- (s) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either specifically to enforce such covenants or to recover damages for their breach.
- (t) Invalidation of any one of these covenants by judicial decree shall in nowise affect the force and effect of any other covenant.

Date of Adoption: December 31, 1991

DEED RECORDS

VOL 46 / PAGE 852

G. H. M.

By: Allen Griffis

ATTEST

THE STATE OF TEXAS)
COUNTY OF WALLER)

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared ALLEN GRIFFIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said person, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 315 day of

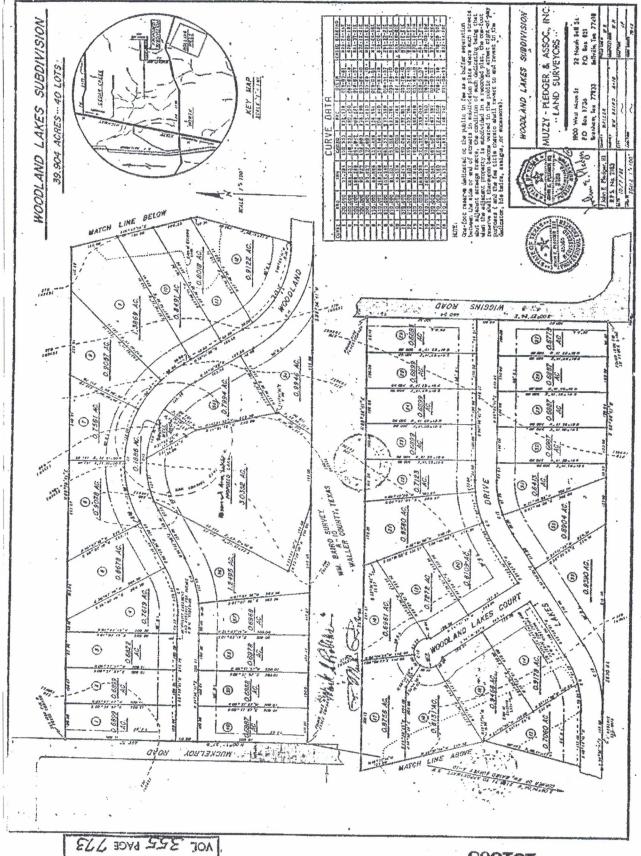
NOTARY PUBLIC in and for The State of Texas

My Commission Expires:

ROLINDA KAY PULASKI

MARCA 21, 1993

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Filed	for	Rec	ord	Dec.	31	A.D.,	1991	at	3:00	_o'clock	Р. м
REC	O R	D E	D	Jan.	3					_o'clock	
			ELVA	D. MAT	HIS,	County Cle	rk, W	aller	Count	y, Texas	Second Se
			Ву		Ild	a nole	un			Deputy	



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rground pipelines within the confines of

Approved by the Countssianurs' Court of weller County, Texas, this

PARTY IN PARTY CONTRA CONTRACT IN THOUSAND

day of

bions one, the undersigned authority, on this day permeally appeared to the joint the permeal authority of the permeal authoritied to the first permean authorities the permean authorities the permeaned the torquing destruction and advondedled to me that have measured the same for the purpose and consideration therein set for the purpose and consideration that the permeaning the set of the permeaning the permeaning that the permeaning the permeaning the permeaning the permeaning the permeaning that the permeaning the permeaning that the permeaning the permeaning the permeaning that the permeaning that the permeaning the permeaning that the permeaning the permeaning that anul of office, this de

CHAIN OF WALL



Miles Hard County, Team

Acceptance of the stone plat by the Comtestment's Courte does not signify failed Courty acceptance of the delicated roads for integration into the Court Bead System. The developer is replicted to comply with Section 11 after Courty bedieves a Regular tion, detail 13 leave, 1981, in the report.

900 West Main St 90 Box:1736 Seediam, Tex 77833 MUZZY - PLEDGER & ASSOC, INC. ... LAND SURVEYORS .. MODDLAND LAKES SUBDIVISION 22 North Sell St. PO Son 831 Sellvelle, Tan 77411

Filed for Record ecorded

Aug. 26, Sept. 01, ELVA D. By

A.D.,1983 A.D.,1983

11:10 0'clock A. 9:40 0'clock A. Waller County, Texas

DESCRIPTS NOT INCOMES ON THE EXCLOSIVENCY SKREEN

OUTE CLEAN FILLIO ADROADEDENT STATISHT TAILS OF TOUS

1

Wedne mm, the undersigned authority, on this day personally appeared house H. Hiller and browls Miller, broat to me as the people whose uness are subscribed to the foregoing factorment and advanced edged to be that they have executed the same for the purpose and consideration herein set forth.

under my hand and seal of office, this

Algerigns as Fich day of

Hotary Public, in and for

Safore we the undersigned embority, on this day prevently appared in E. C. Criffice and Dhis We Criffice, known to use at the people whose rames are salested to the foregring texturence and advantal agent to me that they have assented the segment on the propose and consideration threats set factors.

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