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Oakwood Village 3-6-81

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OAKWOOD VILLAGE
RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS X
COUNTY OF SAN JACINTO X

KNOW ALL MEN BY THESE PRESENTS:

That we, RICHARD N. MARTIN and LEWIS C. HOLDER, hereinafter styled "Owners", of Harris County, Texas, where our principal place of business is so located at 5617 Pine Street, Houston, Texas 77081, are the sole owners of those certain tracts as follows: 99.669, 6.679 and 15.0 acre tracts of land in the John Davis Survey, abstract 13 and the T. J. Chambers survey, Abst. 7 in the County of San Jacinto, State of Texas, and recorded in Vol. 196, page 449, Vol. 199, page 407, and Vol. 199 page 409 of the deed records of San Jacinto, County, Texas, have subdivided same into a residential and commercial subdivision known as "OAKWOOD VILLAGE", as is described by metes and bounds on map and plat of said subdivision which has been prepared by O. G. Tolbert. Registered Public Surveyor #1839, which is dated 4th day of March, 1981, and recorded in the Plat ~~Book 6~~ Page 32 of the Plat Records, San Jacinto County, Texas, reference to which is hereby made for all purposes.

PREAMBLE

It is the intention and desire of the Owners herein to safeguard their rights and the rights of Purchasers, and to maintain the value of the property at its highest level, and for its best use and enjoyment of Owners and Purchasers, do hereby establish, adopt, and promulgate the conditions, covenants, warranties, and restrictions as to the use thereof, which shall be applicable to and run with the land, thereby binding Owners herein, their heirs or assigns, and all Purchasers of tracts situated within OAKWOOD VILLAGE as is hereafter set out.

I

GENERAL PROVISIONS

1. Tracts are purchased subject to easements established or to be established at any time by grant or agreement between Owners herein, its successors or assigns and the utility companies furnishing electricity, telephones, gas, water and sewage. All utility companies shall have the right, without fear of damages, when it has permission from Owners herein, its successors or assigns, to enter upon said tracts and do what work it deems necessary to install and maintain said utilities.
2. All streets shown on above mentioned plat are hereby dedicated to the use of the public forever.
3. The living area of all residences, exclusive of open porches and garages, shall be not less than 850 square feet. This square footage requirement does not apply to mobil homes. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.
4. Any residence once commenced, must be "dried in" within nine (9) months. The term "dried in" means that the outside must have the appearance of being a completed home, with all necessary windows, doors, roof, paint, and trim. If not "dried in" within nine (9) months after such residence is commenced, the purchaser of same hereby gives the owners, their heirs or assigns, the right and authority to enter upon the property upon which such structure is

situated and to disassemble said structure and stack same on the premises. The purchaser or occupant of any such tract agrees, by the purchase or occupation thereof, that said owners shall not be liable in trespass or otherwise, in entering upon said tract and disassembling any such structure.

5. No mobile home, house, or business building may be placed on any tract until approved by OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION (as herein after established) as to size condition and appearance. After submission of plans and specifications or a request for inspection to property owners association herein and ten days elapses without notification from them of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied.

6. All mobil homes must have proper skirting that hide all the under-structure and the same must be completed within 60 days from the date said mobil home is placed on the tract.

7. No residence or mobil home shall be located on any tract nearer than 75 feet to the front lot line, or located nearer than 10 feet to any interior or back lot line or 30 feet from street corner lot line. However, any Purchaser owning two or more adjoining tracts may build across the interior lot lines as long as such building is not over a utility easement.

8. All residences, businesses, and other buildings must be kept in good repairs, and must be painted when necessary to preserve the attractiveness thereof.

9. No outside privies or toilets shall be permitted. Whenever a residence is established on any tract, it shall be provided with an inside toilet, and shall be connected immediately with a septic system or to a sewage treatment plant. Such sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection approval of the Health Officer of San Jacinto County, Texas. The drainage of septic system into a road, street, alley or adjoining property, either directly or indirectly, is strictly prohibited.

10. Legitimate and legal commercial enterprises may be conducted on Tracts #1 through 4; however, the below listed business shall not be allowed on the above mentioned Tracts. Automotive Sales, Automotive Repairs, Automotive Storage, Night Clubs, Lounges, Tavern's, Flea Market's or Trailer Parks. All other tracts restricted to single family residences.

11. No tract shall ever be used either temporarily or permanently as an access or roadway to property adjoining OAKWOOD VILLAGE without the written consent of owners herein, their heir or assigns.

12. The parking of boats, trailers or automotive vehicles on roads or road shoulders for a period longer than twenty-four (24) hours is prohibited.

13. Once a residence is established on any tract in OAKWOOD VILLAGE, the purchaser and/or occupants shall at all times keep weeds and grass thereon cut in an attractive manner. In the event of failure on the part of the purchaser or occupant of any tract in this subdivision in observing the above requirements, Seller may, without liability to the purchaser or occupant, in trespass or otherwise, enter upon said tract, cut or cause to be cut, such weeds and grass and also remove or cause to be removed, any garbage, trash, rubbish, etc., so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the purchaser or occupant of such tract for the cost of such work. The purchaser or occupant, as the case may be, agrees by the purchase or occupation of any tract in this subdivision to pay such statement immediately upon receipt thereof.

14. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

15. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any tract for any commercial purposes. No hogs or goats shall be kept on any tract for any purpose.

16. No motor vehicle which is not in operating condition, or not bearing current license plates shall be placed or permitted to remain on any tract unless kept out of sight.

17. The discharging of fire arms is strictly prohibited on all tracts at all times.
18. Camping will not be allowed on any tract for more than seven days at a time without owners permission.
19. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall not be less than 15 inch diameter culvert as required by San Jacinto County.
20. No sign, advertisement, or billboard of any kind may be erected or maintained on any tract without the consent in writing of the owners herein, their heirs or assigns. Owners shall have the right to remove any such sign, advertisement, or billboard which is placed on any tract without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tout in connection therewith, or arising from such removal.
21. The removal of any dirt or timber from any tract is expressly prohibited without the written consent of the owners herein. This consent is not required for the removal of trees or dirt when it is necessary in conjunction with the landscaping or construction being done on such tract. Permission is not required for the removal of dead or unsightly trees.
22. No tract or tracts in OAKWOOD VILLAGE as platted shall be resubdivided in any manner, except as follows:
- Any person or persons owning one or more tracts may subdivide such tracts so long as any resulting tract from such subdivision does not contain less than .75 acres of land (32,670 sq. ft.).
23. Owners hereby reserve the right unto themselves to erect and maintain one office building on any single tract in OAKWOOD VILLAGE for a period not to exceed three (3) years from date. Said office does not have to conform as to size and location on tracts as previously described for residences.

II

Only the owners and/or occupants of lots in OAKWOOD VILLAGE and their guest that accompany them shall be permitted to have the use of the park area and adjoining lake and the general public is specifically excluded therefrom. No power boats except electric power shall be permitted on the lake.

III

1. There is hereby created the OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION, which shall be composed initially of Richard N. Martin, Lewis C. Holder and M. F. McAnally. Vacancy in the committee at any time shall be filled by vote of the remaining members. Any member may be removed at any time by a majority vote of tract owners and a new member appointed.
2. The OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION shall be the representatives of all the property owners in OAKWOOD VILLAGE, in assisting in preservation of property values; and the association shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions; such powers being:
- (a) Collect and expend the Water Sinking and Maintenance funds as created in this instrument.
 - (b) Enforce these covenants and restrictions by appropriate proceedings.
 - (c) Enforce any lien imposed on any tract or tracts in this addition by these restrictions.
 - (d) To approve or reject plans for improvements in OAKWOOD VILLAGE as set out under GENERAL PROVISIONS paragraph #5.

1. There is hereby created the OAKWOOD VILLAGE WATER SINKING and MAINTENANCE FUND. This is a single fund composed of two sources of revenue.

A. MAINTENANCE FUND

The following provision, whether incorporated in each deed or not, shall be applicable to all tracts in OAKWOOD VILLAGE.

"The property herein conveyed is hereby subjected to an annual maintenance charge of \$24.00 per year for each tract to be paid by the owner of this tract in conjunction with a like charge to be paid by the owners of all other tracts in OAKWOOD VILLAGE the same to be secured by a vendors lien upon said tract. Said liens are hereby assigned to the OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION."

Such annual charges may be adjusted from year to year by said PROPERTY OWNERS ASSOCIATION as the needs of the property may, in its judgement, require, but in no event shall such charge be raised above \$24.00 per year unless raised by a majority vote of the tract purchasers.

B. WATER SINKING FUND

Owners agree promptly, but no later than August 1, 1981, to install a water system available to all tracts in OAKWOOD VILLAGE. The system to be owned by each and all tract purchasers. A charge of \$125.00 will be made for each water tap and a monthly fee of \$6.00 to be paid by the water user for the first 6,000 gallons and additional eighty-five cents (.85¢) per thousand gallons used thereafter. Only tracts with taps are required to pay for water usage. Water sinking fund rates can only be changed by majority vote of the tract purchasers with water taps. All the above in no way shall prevent a tract purchaser from drilling his own well. Owners reserve the right to extend the water system to other sections or properties deemed beneficial to OAKWOOD VILLAGE and the WATER SINKING FUND.

All funds arising from the A. MAINTENANCE FUND and B. WATER SINKING FUND as above described are to be placed in an account by the OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION, known as the "OAKWOOD VILLAGE WATER SINKING AND MAINTENANCE FUND."

All funds arising from above charges shall be applied, so far as sufficient, toward the payment of the operation and maintenance expenses of the water system, and for any and all of the following purposes: street lights, maintaining streets, caring for vacant tracts, caring for recreational areas and doing any other thing necessary or desirable in the opinion of said PROPERTY OWNERS ASSOCIATION to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgement of said PROPERTY OWNERS ASSOCIATION in the expenditure of said funds shall be final so long as such judgement is exercised in good faith.

Each tract owner in accepting his deed or contract for deed consents and acknowledges that the Owners (Developers) shall have no obligation to furnish maintenance or do any other thing described above other than from maintenance funds. In no event will unsold tracts owned by the Developer (Owners) be subject to the maintenance charge.

Maintenance funds to be paid on the first of July 1981 and each year thereafter. Funds arising from water taps and usage to be paid when tapped and then annually on the first of July and each year thereafter, along with the maintenance fund.

All above mentioned funds shall be mailed to the

OAKWOOD VILLAGE WATER SINKING AND
MAINTENANCE FUND
P. O. BOX 74
POINT BLANK, TEXAS 77364

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then Owners of the tracts has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violating or proposed violation, or to recover damages. Such enforcement may be by the Purchaser of any tract in OAKWOOD VILLAGE.

Invalidation of any one or more of these covenants by judgment, or Court order or otherwise, shall in no way affect any other covenant, restriction, or condition, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

Executed the 6th day of March, 1981.

OAKWOOD VILLAGE
A Partnership

Richard N. Martin
RICHARD N. MARTIN, Owner

Lewis C. Holder
LEWIS C. HOLDER, Owner

THE STATE OF TEXAS X

COUNTY OF SAN JACINTO X

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD N. MARTIN and LEWIS C. HOLDER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of March, 1981.

Virginia Beth Potter
Virginia Beth Potter
Notary Public in and for
Harris County, Texas



File No. 1307
This instrument was filed for record on the 9th day of March 1981 at 11:45 A.M. and duly recorded in Vol. 201 Page 200 of Book 200 of the Deed Records of this Office.
By *Imogene H. Trapp*
Imogene H. Trapp
Clerk of SAN JACINTO COUNTY, TEXAS
By *Imogene H. Trapp* Page 5 of 5
Imogene H. Trapp Deputy