

01- 1958
RESTATED AND AMENDED RESTRICTIONS FOR
OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION
A SUBDIVISION IN SAN JACINTO COUNTY, TEXAS

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STATE OF TEXAS *
 * **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF SAN JACINTO *

WHEREAS, RICHARD N. MARTIN AND LEWIS C. HOLDER (hereinafter called "Developer"), are the record developers of a subdivision known and designated as OAKWOOD VILLAGE (hereinafter called "Subdivision"), in San Jacinto County, Texas as shown in the maps or plats of said subdivision, recorded in the Plat Records of San Jacinto County, Texas, the same being tracts as follows: 99.669, 6.679 and 15.0 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; and

WHEREAS, said developer, on March 9, 1981, at Volume 201, Page 200, et. seq., Deed Records of San Jacinto County, Texas, has previously filed its "Oakwood Village Reservations, Restrictions and Covenants" (hereinafter called "Restrictions"), applicable to Oakwood Village Subdivision, reference to which is hereby made for all purposes; and

WHEREAS, on October 13, 1988 Articles of Incorporation for Oakwood Village Property Owners Association (hereinafter referred to as the "Association"), were filed with the Secretary of the State of Texas and a Charter was issued on the same date; and

WHEREAS, said original restrictions, Deed Restriction No. IV, provided in part as follows: 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; and

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WHEREAS, there are currently 81 lots in Oakwood Village Subdivision, owned by 47 property owners; and

NOW, THEREFORE, the Association's Board of Directors hereby restate and amend the Restrictions applicable to Oakwood Village Subdivision, subject to ratification and approval by a majority of the current owners of the property in the Subdivision, to be as follows:

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, telephone, 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 not be less than **850** square feet. This square footage requirement does not apply to mobile 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

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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 twenty **(20)** working 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 mobile homes must have proper skirting that hides all the understructure and the same must be completed within ninety **(90)** days from the date said mobile home is placed on the tract.

7. No residence or mobile 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, business, and other buildings must be kept in good repair 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 to 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 and approval of the Health Officer of San Jacinto County, Texas.

10. 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.

11. The parking of boats, trailers or automotive vehicles on roads or road shoulders, together with the leaving of trash cans on road or road shoulder for a period longer than twenty-four **(24)** hours is prohibited.

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12. Once a residence is established on any tract in **OAKWOOD VILLAGE**, the purchaser and/or occupants shall at all times keep weeds and grass there on cut in an attractive manner. In the event of failure on the part of the purchaser or occupant of any tract in the 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 occupant of any tract in this subdivision to pay such statement immediately upon receipt thereof.

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

14. 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.

15. 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.

16. The discharging of firearms is strictly prohibited on all tracts at all times.

17. Camping will not be allowed on any tract for more than seven days at a time.

18. 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 inches** diameter culvert as required by San Jacinto County.

19. No signs, advertisement, or billboards of any kind can 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 there with, or arising from such removal.

20. The removal of any dirt or timber from any tract is expressly prohibited without the written consent of the owners herein. The consent is not required for the removal of trees

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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.

21. 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 tract may subdivide such tracts as long as any resulting tract from such subdivision does not contain less than .75 acres of land (32,670 sq. ft.).

II.

1. Only the owners and/or occupants of lots in **OAKWOOD VILLAGE** and their guests who accompany them, shall be permitted to have the use of the park area and adjoining pond and the general public is specifically excluded therefrom. **OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION** is not liable for any injuries or accidents occurring in the park or pond areas. No trotlines, swimming, throw-nets, powerboats, except electric power, shall be permitted on the pond. When fishing, each person's limit is 5 fish per day.

III.

1. There is hereby created the **OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION**, which shall be the representatives of all the property owners in **OAKWOOD VILLAGE**; assisting in preservation of property values. 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 maintenance fund as created in the statement.
- (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.

IV.

1. There is hereby created the **OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION** maintenance fund.

A. 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 subject to an annual maintenance charge of **\$50.00** per year for each tract to be paid by the owner 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**. This includes a **\$5.00** FEE for the VFD. Total maintenance for the year will be **\$50.00** per tract. Such annual charges may be adjusted from year to year by said

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PROPERTY OWNERS ASSOCIATION as the needs of the property may, in its judgment require, but in NO event shall such charges be raised above **\$50.00** per year unless raised by a majority vote of the tract purchasers.

B. All funds arising from the MAINTENANCE FUND as described are to be placed in an account by the **OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION**, known as the **OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION**.

C. All funds arising from above charges shall be applied, as far as sufficient, toward the payment of the operation and maintenance expenses for any and all of the following purposes: street lights, caring for vacant tracts, caring for recreational areas and other maintenance necessary or desirable to keep the property neat and in good condition.

D. The annual maintenance fee is due between **July 1st** and **September 30th**. Fees shall become past due if not paid by **October 1st** in the year such fees are due. Any delinquent fees are subject to a **10%** interest per annum.

E. All above mentioned funds shall be mailed to the Association:

OAKWOOD VILLAGE PROPERTY OWNERS ASSOCIATION

P. O. BOX 715

Riverside, Texas 77367

V.

1. 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 a 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.

2. 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**.

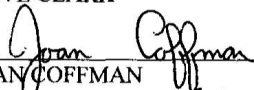
3. Invalidation of any one or more of these covenants by judgment or Court order or otherwise, shall in no way affect any other covenant, restriction, or condition, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

EXECUTED by the Board of Directors of Oakwood Village Property Owners Association, a Texas non-profit corporation, on the dates set forth by the respective acknowledgments, subject to the filing of a written instrument reflecting approval by at least a majority of the property owners, pursuant to the Deed Restrictions referenced above.


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DAVE CLARK



JOAN COFFMAN



LESTER GOEKLER



SHIRLEY SMITH



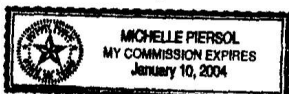
RAY AGOSTINETTE

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STATE OF TEXAS *

COUNTY OF Walker *

This instrument was acknowledged before me on the 19th day March, 2001, by DAVE CLARK, Director of Oakwood Village Subdivision.



Michelle Piersol
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF Walker *

This instrument was acknowledged before me on the 19th day March, 2001, by JOAN COFFMAN, Director Oakwood Village Subdivision.



Michelle Piersol
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF Walker *

This instrument was acknowledged before me on the 19th day March, 2001, by LESTER GOEKLER, Director of Oakwood Village Subdivision.

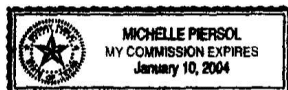


Michelle Piersol
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF Walker *

This instrument was acknowledged before me on the 19th day March, 2001, by SHIRLEY SMITH, Director Oakwood Village Subdivision.



Michelle Piersol
Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF Walker *

This instrument was acknowledged before me on the 19th day March, 2001, by RAY AGOSTINETTE, Director Oakwood Village Subdivision.



Michelle Piersol
Notary Public, State of Texas

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FILED FOR
RECORD
01 MAR 26 PM 1:57
Charlene Vann
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

CLERK'S NOTICE: 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.

↓
AFTER FILING RETURN TO:
EVANS and KITCHENS, L.L.P.
P. O. Drawer 310
Groveton, Texas 75845

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Charlene Vann, hereby certify that this instrument was FILED in file
number sequence on the date and at the time stamped hereon by me
and was duly RECORDED in the official public records of San Jacinto
County, Texas as stamped herein by me on

MAR 26 2001



CHARLENE VANN
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS