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AMENDED

DEEDS

Restrictive Covenants and Lake Rules for Woodland Lakes Subdivision In the D. C. Dickson Survey, Montgomery County of Texas

SECTION ONE

Jaycen Development Inc. in order to insure uniformity and character of development, maintain exclusiveness for residential purposes and carry out a general plan for protection, benefit and use of each and every lot owner, does hereby impose and establish the following Restrictive Covenants upon all lots in Woodland Lakes, a subdivision in the David C. Dickson Survey, Montgomery County, Texas. (Excepting those lots facing on Texas Highway 1488) — to wit:

- 1. As a part of the consideration herefore, Purchaser hereby agrees, for himself, his heirs and assigns, that said property shall be used for single residence purposes only and appropriate uses accessory thereto. No building shall be erected on any one lot except one private single family house and garage appartment thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected nearer than 35 feet of any of the front lines, nearer than 10 feet to any side lines of said lot. On corner lots the building or structure shall face the road on which said lot has the shortest dimensions. Every structure, or addition thereto, shall be approved in writing by grantor prior to construction, and no structure shall be erected or placed on said lot unless built of permanent materials, with pleasing exterior. No structure shall have tar paper, aluminum, corrugated iron, roll brick siding or similar materials on the exterior walls or roof. Roofing material shall be asphalt shingles or their equivalent. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and Local Department of Health, and shall be maintained by the Grantee at all times in a proper sanitary condition. All plumbing and drains must be connected with water tight septic tanks of approved construction. No septic tank or any outlet shall drain into road ditches or open ditches or gullies. No tent, trailer or out building shall ever be erected or maintained on the tract and no garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed with six months from date of commencement of construction thereof and shall contain not ess than 600 square feet of floor space exclusive of garage.
- 2. The Grantor, for itself, its successors and assigns, hereby reserves the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to itself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, used, removed or repaired in all roads, streets, lanes, avenues or easements on which any lot may abut, as shown on plat, or which may in any wise be deemed necessary to install, use, and maintain, electric light, telephone and telegraph poles and wires, water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenance as may from time to time in the opinion of Grantor or any public utility company, water company, or municipality be deemed necessary or useful to adequately serve all the lots in Section One as mentioned herein.
- 3. No animals shall be kept or maintained on premises except customary household pets.
- 4. No firearms of any kind are to be carried or discharged on the premises without permission of Grantor or assigns.
- 5. No trash, garbage or other disposal matter shall ever accumulate, or be stored or deposited on said premises or in lakes, but should be burned, hauled out or burried so as not to be objectionable to the neighborhood.

The foregoing restrictions shall be deemed and considered covenants running with the land described and shall be binding upon the Grantee, his heirs or assigns or any person claiming under them. Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

Grantor herein dedicates all parks, lakes and roads to all lot owners for their sole benefit and pleasure and it is the intention of Grantor to convey by warranty deed said parks, lakes and roads, to a club or any other civic group which is to be composed of the then lot owners, at such time as Grantor deems it appropriate.

It is expressly agreed by the parties hereto that for the purpose of maintaining, repairing and improving such parks, lakes and roads, that all lot owners agree to pay into a Maintenance Fund the sum of \$\frac{4.00}{} \] per month. It is further agreed that Charles E. Bachemin shall manage said Maintenance Fund until such time as a committee, composed solely of lot owners, can be elected. Said committee shall be in complete charge of collecting and managing said Maintenance Funds.

These Amended Restrictions and Covenants and Lake Rules for Woodland Lakes Subdivision are made in lieu of original Restrictions and Covenants and Lake Rules dated September 4, 1958, of record in Volume 450, Page 418, Deed Records, Montgomery County, Texas.

JAYCEN DEVELOPMENT, INC.

By: Jack Bradbur

Chas. E. Bachemin

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## LAKE RULES AND REGULATIONS

Southwestern Wild Life Management Company was selected to stock and outline a system of management in order to promote and produce good fishing conditions and have recommended a bag limit on fish caught. Said bag limits and other rules and regulations concerning good sportsmanship shall be posted in the parks and all lot owners shall govern themselves accordingly and shall be responsible that their guests obey the same.

Certain parts of the lakes have been designated for swimming purposes and all parties must obey the Safety Rules and Grantee his heirs, assigns herein expressly agree that the use of said lakes for any purposes whatsoever shall be at their own benefit and risks and that Grantor, his heirs and assigns, shall be held harmless of any liability to Grantee, his heirs, assigns and guests, for any accident, loss of life or any other injury by reason of the use of said lakes, parks, park facilities and roads.

No boats with motors other than electric shall be permitted on the lakes.

No unattended boots shall be allowed to remain upon the lake for periods exceeding 24 hours. A boot landing has been provided so that all boot owners may conveniently dry dock their boots when not in use.

Every lot owner shall take an active interest in the general beautification of lakes and parks.

Grantees execution hereof shall conclusively establish acceptance and approval of the same.

EXECUTED IN DUFFICATE, THIS THE	aay ot	A. U. 19 07.
•		JAYCEN DEVELOPMENT, INC.
		Jack Bradbury
		President Million
GRANTEE .		жижих Segreta)
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STATE OF TEXAS COUNTY OF WALLER

EXECUTED IN DUDITION ALS

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared JACK BRADBURY and CHARLES E. BACHEMIN, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of the said JAYCEN DEVELOPMENT, INC. a corporation and that they executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 20

Lugus T,

, 1965.

Notary Public, id and for Waller County, Texas

FILED FOR RECORD AT 11 5 O'CLOCK A M

AUG 23 1965

W. T. HOOPER
Clerk County Court, Montgomery Co., Tex.
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