

#7359

THE STATE OF TEXAS §
 COUNTY OF LIBERTY §

KNOW ALL MEN BY THESE PRESENTS:

RESTRICTIONS AND COVENANTS GOVERNING LOTS
 ONE THROUGH TEN IN BLOCK ONE, LIBERTY PINE ESTATES
 (Hereinafter called the Designated Blocks and Lots)

THAT, WHEREAS, CHAMPION REALTY CORPORATION, hereinafter called DEVELOPER, is the owner of the designated Block and Lots described above, hereinafter called the Designated Lots, in that certain Subdivision known as Liberty Pine Estates in the Reason Green Survey, Abstract No. 43, Liberty County, Texas, according to the map or plat thereof recorded in Volume 8, Page 237-238, of the Map Records of Liberty County, Texas and

WHEREAS, it is the desire of the DEVELOPER to place restrictions and conditions upon and against these Designated Lots in Liberty Pines Estates, in order to create and carry out a uniform plan for the improvement, development and sale of the lots therein, for the benefit of the present and future owners of said property.

NOW, THEREFORE, the conditions and restrictions hereinafter set out, shall be, and the same are, made applicable to the Designated Lots described above in Liberty Pines Estates, a Subdivision in Liberty County, Texas. The conditions and restrictions shall apply uniformly to the use, occupancy and conveyance of the Designated Lots in Liberty Pines Estates and each deed which may be executed with regard to such property in Liberty Pines Estates shall be conclusively held to have been executed, delivered and accepted subject to the following conditions and restrictions as though set out in full or by reference in said deed.

A.

Right to Resubdivide, Provisions Applicable Only to Lots 1 through 8

- (1) Any portion of Lots 1 through 8 may be released according to the partial release provisions of any deed of trust or any mortgage securing a lien against said lot or lots, so long as the portion released is not less than two and one-half acres, or one-fifth of the total acreage in said lot, the portion released is in the shape of a rectangle as nearly as possible, and as long as the remaining unreleased portion of said lot has access to a public road.
- (2) Any tract being released must be contiguous to the prior released tract, in the same configuration as prior released tracts, and in a sequence from west to east.

B.

Right to Resubdivide, Provisions Applicable Only to Lots 9 and 10

- (1) Developer, so long as Developer owns any Designated Lots or then current owner of lot(s) 9 and/or 10 (as applicable) shall have the right to dedicate a portion of Lot 9 and/or Lot 10, as applicable, for a public road.
- (2) Lot 9 or Lot 10 or both may be resubdivided pursuant to a subdivision plat approved by Liberty County, giving access to every tract to a public road.
- (3) Any portion of Lot 9 or Lot 10 may be released according to the partial release provisions of any deed of trust, or other mortgage securing a lien against said lot or lots, as long as the tract released is in the shape of a rectangle, as nearly as possible, is pursuant to a subdivision plat approved by Liberty County, each lot in said resubdivision is no less than 2 acres, and as long as the remaining unreleased portion of said lot(s) shall have frontage on a public road, or on a road to be dedicated to the public pursuant to an approved subdivision plan.

C.

Use Restrictions Applicable to Lots 1 through 10

- (1) Residences on the Designated Lots shall be constructed of new materials, neither old nor second-hand houses shall be moved onto the Designated Lots nor shall any residence be erected on the Designated Lots with second-hand lumber or second-hand building materials and all residences shall be of solid construction and complete on the exterior. No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand (1,000) square feet of floor area.

Mobile homes shall be permitted on the Designated Lots so long as they are:

- (a) 800 square feet or larger, excluding porches and garages;
 - (b) not more than five (5) years old and in good condition at the time such mobile home is moved onto the Designated Lots;
 - (c) all mobile homes shall be a minimum of one hundred (100) feet from the road; and
 - (d) placed so that the longer side of the mobile home is parallel to the road.
- (2) No basement, tent, shack, garage, barn or other outbuilding shall be used on the Designated Lots at any time as a residence, either temporarily or permanently. Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping, and hunting trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreational purposes.
 - (3) No part of any residence, including mobile homes, shall be closer than one hundred (100) feet to the front property line. No barns, shops or other outbuildings of any kind other than residences and garages shall be closer than one hundred (100) feet to the front

property line. No structure of any kind or character shall be closer than twenty-five (25) feet to the side property line.

- (4) No outside toilet facilities, portable or otherwise, shall be maintained on the Designated Lots. Any sewage disposal system shall be of a type recommended by the county and/or state department of health and shall be maintained by the owner at all times in a properly sanitary condition and in accordance with applicable state, county and city laws.
- (5) The Designated Lots shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.
- (6) The Designated Lots shall not be used to store vehicles which are not in servicable or usable condition nor store junk, wrecked cars or other similar materials and no inoperable automobile or vehicle shall be parked on any lot or street, nor permitted to remain thereon. It shall be permissible for an inoperable vehicle, if correctly registered, to remain on the Designated Lots.
- (7) No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property, except that dogs, cats or household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Cattle and horses, not to exceed an aggregate total of one (1) head per acre, kept for personal use only, may be allowed; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock, or poultry from the covenant against nuisances elsewhere herein. All animals permitted on the Designated Lots, as herein provided, must be kept penned or kept within the boundaries of the Designated Lots. Animals pens or stables shall be kept in a clean and sanitary condition and maintained in a manner that does not depreciate the value of the Designated Lots.
- (8) No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of Liberty Pines Estates.
- (9) No use shall be made of the word or name "Champion" in any designation of the Designated Lots.
- (10) Developer retains the right to resubdivide in the event of foreclosure of the Note, given as partial consideration for the conveyance of the Designated Lot, resulting in more than one owner of the Designated Lots, and the resubdivision is required by the county.
- (11) No billboards shall be allowed on any part of the Designated Lots.

EXECUTED this 15th day of June, 1984.

CHAMPION REALTY CORPORATION

By: [Signature] (use)
John Clarson, President

STATE OF TEXAS
COUNTY OF HARRIS

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Before me, the undersigned authority, on this day personally appeared John Clarson, known to me to be the person whose name is subscribed to the foregoing instrument, as President of CHAMPION REALTY CORPORATION and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said CHAMPION REALTY CORPORATION.

Given under my hand and seal of office, this the 15th day of June A.D., 1984.



[Signature]
Notary Public in and for Shelly Tucchan
the State of Texas
Expires: 2/18/87

FILED FOR RECORD
1984 JUN 19 PM 2:27

Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF LIBERTY
I, WANDA BARKER, hereby certify that this instrument as FILED in file number sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the volume and page of the named RECORDS of Liberty County, Texas, as stamped hereon by me on

JUN 20 1984



Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS

1984 JUN 19 PM 2:27

FILED FOR RECORD

#66
Weldon Alders
12/19/85

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#15,024

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LIBERTY §

--- THAT CHAMPION REALTY CORPORATION, a Delaware corporation (hereinafter called the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid and agreed and secured to be paid to the Grantor by WELDON ALDERS (hereinafter called the "Grantee"), in the manner hereinafter set forth, the sufficiency of which consideration is hereby confessed and acknowledged by the Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the Grantee whose mailing address is P.O. Box 869, Mt. Belvieu, Texas 77580, that certain real property and premises containing 210.233 acres of land, more or less, out of the Reason Green Survey, A-43, Liberty County, Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called the "Subject Tract") lying and being situated in Liberty County, Texas, together with all improvements thereon. The Subject Tract is composed of "Parcel A" as set forth on Exhibit "A-1" and "Parcel B" as set forth on Exhibit "A-2".

The consideration for this Deed has been paid and has been agreed and is secured to be paid by the Grantee to the Grantor as follows:

(1) Ten Dollars (\$10.00) and other good and valuable consideration has this day been paid in cash to the Grantor by the Grantee, the receipt of which is hereby acknowledged by the Grantor.

(2) The remaining portion of the consideration for this Deed in the amount of ONE HUNDRED NINETY-ONE THOUSAND THREE HUNDRED SEVENTY-EIGHT AND 40/100 DOLLARS (\$191,378.40) has been deferred and the indebtedness therefor is evidenced by that certain promissory note of even date herewith (hereinafter called the "Purchase Money Note"), made by the Grantee, payable to the order of the Grantor in the principal sum of ONE HUNDRED NINETY-ONE THOUSAND THREE HUNDRED SEVENTY-EIGHT AND 40/100 DOLLARS (\$191,378.40) bearing interest, being payable and containing the other terms, provisions and agreements therein set forth.

In addition to the express vendor's lien and superior title hereinafter retained to secure the payment of the Purchase Money Note, said Note is secured by that certain deed of trust (the "Deed of Trust") of even date herewith, executed by the Grantee to Patricia S. Chipman, Trustee, and covering and describing the Subject Tract.

TO HAVE AND TO HOLD the Subject Tract, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, his heirs, legal representatives and assigns, forever; and the Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Subject Tract unto the Grantee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise; subject, however, to the reservations, covenants and restrictions set forth herein and to lawful and validly enforceable claims of third persons, if any, under or with respect to the matters or items

listed in Exhibit "B" attached hereto and made a part hereof for all purposes (hereinafter called the "Permitted Encumbrances"), and subject, also, to any rules, regulations, and subdivision, zoning, planning or platting ordinances, if any, affecting the Subject Tract, promulgated by state, county, municipal or other authorities, in effect at the time of this conveyance. The references to lawful claims, if any, of third persons contained herein in connection with the Permitted Encumbrances are made for the exclusive purpose of exceptions from the Grantor's warranty herein, and no reference or recital herein contained shall operate to enlarge, recognize, ratify, revive or confirm rights, if any, of any third person.

Grantor excepts herefrom such valid mineral and royalty interests in the Subject Tract as may appear of record in the Office of the County Clerk of Liberty County, Texas, and Grantor further excepts herefrom and expressly reserves unto itself, its successors and assigns, all oil, gas and other minerals not heretofore reserved in and under and that may be produced from the Subject Tract, it being understood and agreed that this interest shall be for the benefit of and be owned by Grantor, and its successors in interest, and that in no event by warranty, estoppel, reversion, or otherwise, shall Grantee or Grantee's successors in interests acquire any part of the mineral interest as a result of this conveyance.

This Deed is further made and accepted upon and subject to the following restrictions and covenants which shall run with the land and benefit other lands owned by Grantor in Reason Green Survey, A-43, Liberty County, Texas for a period ending thirty (30) years from the date hereof:

- (a) Residences and other buildings on the Subject Tract shall be constructed of new materials, neither old nor second-hand houses or buildings shall be moved onto the Subject Tract nor shall any residence or building be erected on the Subject Tract with second-hand lumber or second-hand building materials and all such buildings shall be of solid construction and complete on the exterior.
- (c) No outside toilet facilities, portable or otherwise, shall be maintained on the Subject Tract, except as such temporary facilities are placed upon the Subject Tract in connection with construction activity, pursuant to approval by Seller. Any sewage disposal system shall be of a type approved by the county and/or state department of health and shall be maintained by the owner at all times in property sanitary condition and in accordance with applicable state, county and city laws.
- (d) The Subject Tract shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.
- (e) The Subject Tract shall not be used to store vehicles which are not in servicable or usable condition nor to store junk, wrecked cars or other similar materials and no inoperable or unlicensed automobile or vehicle shall be parked on any lot or street, nor permitted to remain thereon.
- (f) Dogs, cats or other household pets may be kept provided that they are not kept in commercial quantities, bred or maintained for any commercial purpose.
- (g) No use shall be made of the word or name "Champion" in any designation of the Subject Tract.

- (h) No part of the Subject Tract or any improvements situated thereon shall be put to any industrial, manufacturing or other use which may become an annoyance or nuisance to the neighborhood or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or; pollution including but not limited to factories, slaughter houses, tanneries, truck stops (not to include gasoline stations), or which are hazardous by reason of the excessive danger of fire or explosion. This prohibition specifically does not prohibit a convenience store selling gasoline.
- (i) No part of the Subject Tract or any improvements situated thereon shall be used as a theatre, club or store which theatre, club or store encourages or sells films, services or wares of a pornographic nature.
- (j) No part or portion of the Subject Tract shall be used to lease billboards on a commercial basis, it being the intent that such prohibition does not prevent a developer or other seller of all or part of the Subject Tract to advertise the Subject Tract.
- (k) For a period of thirty (30) years from the date hereof no permanent building may be erected on all or any part of the restricted corners, which restricted corners are the 2.190 acres described on Exhibit "C-1" attached hereto and incorporated herein for all purposes, and the .973 acres described on Exhibit "C-2" attached hereto and incorporated herein for all purposes. The restricted corners shall be left free and clear of any and all construction, buildings or other edifices except that Liberty County or any applicable governmental authority may construct a drainage ditch on all or any part of such restricted corners and Grantee, his heirs, legal representatives, successors and assigns shall have the right to dedicate all or any part of such restricted corners to Liberty County or other appropriate governmental authority for the purposes of constructing such ditch.

Grantor, and its corporate successors, shall have the right to waive the above restrictions as to portions of the Subject Tract upon recording an instrument in the Official Public Records of Real Property of Liberty County, Texas, referring to this Deed and expressing such waiver or by joining in, consenting to, or otherwise approving of a declaration of restrictions for the Subject Tract by Grantee, his successors or assigns. No general declaration of restrictions shall operate to waive restrictions (g) or (k) unless specifically identified as waived.

The foregoing restrictions may be enforced at any time in such manner as permitted or prescribed by law by Grantor and its corporate successors.

Grantor expressly reserves unto itself its successors and assigns a non-exclusive 60 foot access easement more particularly described on Exhibit "D" attached hereto and incorporated herein for all purposes (the "Access Easement"). The Access Easement shall remain in effect until road(s) have been constructed and dedicated to the public across Parcel B which provide access through Parcel B from the Woodland Hills Subdivision to the north, to property owned by Grantor directly west of the western boundary line of Parcel B. Said road(s) must abutt and stub out at the far western boundary line of Parcel B. At such time as the road(s) have been constructed and dedicated to the public and accepted by Liberty County, then the Access Easement reserved herein by Grantor shall terminate and be of no further force and effect.

Grantor also reserves for itself, its successors and assigns, a non-exclusive drainage easement having a width of 40 feet, the centerline of which is described by metes and bounds on Exhibit "E" attached hereto and incorporated herein for all purposes (the "Drainage Easement"). The Drainage Easement shall be for the benefit of lands owned by Grantor contiguous to the eastern and the western boundary lines of Parcel B, (the "Adjacent Tracts"). Such Drainage Easement shall be for the benefit of such Adjacent Tracts shall be non-exclusive and shall be assignable by Grantor in whole or in part. The Drainage Easement shall remain in full force and effect until drainage easement(s) sufficient to drain the Adjacent Tracts have been dedicated to the public across said Parcel B and accepted by Liberty County.

BUT the express vendor's lien and superior title are retained in favor of the Grantor, its successors and assigns, upon the Subject Tract and any other properties or rights, titles and interests conveyed under this Deed until the Purchase Money Note, together with all interest and other sums to accrue or to become payable thereunder, shall have been paid in full in accordance with the face and tenor, effect and reading of the Purchase Money Note, whereupon this Deed shall then become absolute.

Grantee shall be entitled to releases on portions of the Subject Tract, from time to time, of and from Grantor's liens retained herein and in the Deed of Trust to Patricia S. Chipman, Trustee of even date herewith, according to the terms and conditions contained in said Deed of Trust.

In the event any one, or more, of these covenants and agreements shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity of the other covenants and agreements which shall remain in full force and effect.

All ad valorem taxes for the current year have been prorated as of the date of delivery of this Deed, and the Grantor covenants and agrees to pay all ad valorem taxes upon the Subject Tract for the year 1985. Grantee expressly agrees to pay all ad valorem taxes for years subsequent to 1985.

EXECUTED as of the 19th day of December, 1985.

CHAMPION REALTY CORPORATION

BY:


E.H. Daniels, III, Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared E.H. DANIELS, III, Vice President of CHAMPION REALTY CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of December, 1985.

Charolette Coker
Notary Public in and for the State of Texas

Charolette Coker
Comm. Exp: 9-



- List of Attachments:
- Exhibit A-1 - Parcel A
 - Exhibit A-2 - Parcel B
 - Exhibit B - Permitted Encumbrances
 - Exhibit C-1 - Restricted Corners 2.190 acres
 - Exhibit C-2 - Restricted Corners .973 acres
 - Exhibit D - Access Easement
 - Exhibit E - Drainage Easement

EXHIBIT "A-1"
ATTACHED TO AND MADE A PART OF THE
SPECIAL WARRANTY DEED
BY AND BETWEEN
CHAMPION REALTY CORPORATION, AS GRANTOR
AND
WELDON ALDERS, AS GRANTEE

Parcel A Tract One:

BEING 84.18 ACRES OF LAND IN, OUT OF, AND A PART OF THAT CERTAIN 856 ACRE TRACT OF LAND IN THE REASON GREEN LEAGUE, ABSTRACT 43, LIBERTY COUNTY, TEXAS. SAID 856 ACRE TRACT OF LAND BEING THAT SAME TRACT OF LAND AS DESCRIBED IN VOLUME 385, PAGE 404, OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS. SAID 84.18 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at a 4 x 4 Concrete Monument (marked L-73) found for the Southeast corner of said 856 acre tract of land, same being the Southeast corner of said 84.18 acre tract of land herein described and the POINT OF BEGINNING.

THENCE: North 00°14'45" West along the East line of said 856 acre tract of land, same being the East line of said 84.18 acre tract of land herein described, for a distance of 548.58' to a 1 1/2" G.I.P. found for an angle point in said East lines.

THENCE: North 03°32'49" East along the East line of said 856 acre tract of land, same being the East line of said 84.18 acre tract of land herein described, for a distance of 700.76' to a point in the centerline of a County Road, said point being the Easternmost Northeast corner of said 84.18 acre tract of land herein described.

THENCE: Along and with the meanders of the centerline of said County Road, same being the Northernmost East line of said 84.18 acre tract of land herein described as follows:

North 58°15'11" West for a distance of 69.18'.
North 61°10'42" West for a distance of 136.30'.
North 51°39'15" West for a distance of 235.92'.
North 46°42'59" West for a distance of 137.60'.
North 40°36'55" West for a distance of 148.86'.

THENCE: North 35°08'43" West along the centerline of said County Road, same being the Northernmost East line of said 84.18 acre tract of land herein described, for a distance of 226.85' to a point in the West Right-of-Way line of F.M. Highway 1008, said point being the beginning of a curve to the right having a radius of 1195.92'.

THENCE: Along and with said curve to the right, in a Northerly direction, same being the West Right-of-Way of said Highway 1008, same being the Northernmost East line of said 84.18 acre tract of land herein described, for a distance of 256.24' to a Concrete Monument found for the POINT OF TERMINATION of said curve.

THENCE: North 24°49'05" West along the West Right-of-Way line of said Highway 1008, same being the Northernmost East line of said 84.18 acre tract of land herein described, for a distance of 30.0' to a 5/8" Iron Rod found for the Easternmost Southeast corner of Liberty Pines Estates as recorded in Volume 8, Pages 236-237, of the Map Records of Liberty County, Texas, same being the Northernmost Northeast corner of said 84.18 acre tract of land herein described.

THENCE: South 60°47'55" West along the Easternmost South line of said Liberty Pines Estates, same being the North line of said 84.18 acre tract of land herein described, for a distance of 964.80' to a 1/2" Iron Rod found for an angle point in the South line of said Liberty Pines Estates, same being an angle point in the North line of said 84.18 acre tract of land herein described.

THENCE: South 89°08'50" West along the South line of said Liberty Pines Estates, same being the North line of said 84.18 acre tract of land herein described, for a distance of 483.83' to a 5/8" Iron Rod found in the centerline of a Drainage Easement as described in Volume 1052, Page 734, of the Deed Records of Liberty County, Texas, said 5/8" Iron Rod being the Northwest corner of said 84.18 acre tract of land herein described.

THENCE: South 00°20'50" East along the centerline of said Drainage Easement, same being the West line of said 84.18 acre tract of land herein described, for a 1392.55' to a 5/8" Iron Rod set in the North Right-of-Way line of a 55' Pipeline Easement as described in Volume 597, Page 358 and Volume 743, Page 853, both of the Deed Records of Liberty County, Texas, said 5/8" Iron Rod being the Southwest corner of said 84.18 acre tract of land herein described.

THENCE: South 72°30'08" East along the North Right-of-Way line of said Pipeline Easement, same being the South line of said 84.18 acre tract of land herein described, for a distance of 892.15' to a 5/8" Iron Rod set in the South line of heretofore mentioned 856 acre tract of land, said 5/8" Iron Rod being an angle point in the South line of said 84.18 acre tract of land herein described.

THENCE: South 87°36'53" East along the South line of said 856 acre tract of land, same being the South line of said 84.18 acre tract of land herein described, for a distance of 1308.21' to the POINT OF BEGINNING and containing 84.18 acres of land.

#66
Weldon Alders

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Parcel A Tract Two:

BEING 19.175 ACRES OF LAND IN, OUT OF, AND A PART OF THE REASON GREEN LEAGUE, ABSTRACT 43, LIBERTY COUNTY, TEXAS. SAID 19.175 ACRE TRACT OF LAND BEING ALL OF THAT CERTAIN LOT 9 AND LOT 10, OF THE LIBERTY PINES ESTATES, AS RECORDED IN VOLUME 8, PAGES 236 AND 237, OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS.

EXHIBIT "A-2"
ATTACHED TO AND MADE A PART OF THE
SPECIAL WARRANTY DEED
BY AND BETWEEN
CHAMPION REALTY CORPORATION, AS GRANTOR
AND
WELDON ALDERS, AS GRANTEE

Parcel B:

BEING 106.878 ACRES OF LAND IN, OUT OF, AND A PART OF THAT CERTAIN 856 ACRE TRACT OF LAND IN THE REASON GREEN LEAGUE, ABSTRACT 43, LIBERTY COUNTY, TEXAS. SAID 856 ACRE TRACT OF LAND BEING THAT SAME TRACT OF LAND AS DESCRIBED IN VOLUME 385, PAGE 404, OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS. SAID 106.878 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at a 5/8" Iron Rod found in the centerline of a 55' Pipeline Easement as described in Volume 597, Page 358 and Volume 743, Page 853, both of the Deed Records of Liberty County, Texas, said 5/8" Iron Rod being the Southwest corner of that certain 160.626 acre tract of land called "tract one" as described in Volume 1048, Page 236, of the Deed Records of Liberty County, Texas, same being the Southwest corner of Woodland Hills Subdivision as recorded in Volume 9, Pages 18-20, of the Map Records of Liberty County, Texas, said 5/8" Iron Rod being the Northwest corner of said 106.878 acre tract of land herein described and the POINT OF BEGINNING.

THENCE: South 72°30'08" East along the centerline of said Pipeline Easement, same being the South line of said 160.626 acre tract of land, same being the Westernmost South line of said Woodland Hills Subdivision, same being the North line of said 106.878 acre tract of land herein described, for a distance of 3563.53' to a 5/8" Iron Rod found in the West Right-of-Way line of Tramway Street, said 5/8" Iron Rod being the Northeast corner of said 106.878 acre tract of land herein described.

THENCE: South 00°20'50" East along the West Right-of-Way line of said Tramway Street, same being the East line of said 106.878 acre tract of land herein described, for a distance of 898.43' to a 5/8" Iron Rod set in the South line of said

856 acre tract of land, same being the North line of that certain Reidland-Guthrie 837.27 acre tract of land as described in Volume 624, Page 168, of the Deed Records of Liberty County, Texas, said 5/8" Iron Rod being the Southeast corner of said 106.878 acre tract of land herein described.

THENCE: North 87°36'53" West along the South line of said 856 acre tract of land, same being the North line of said 837.27 acre tract of land, same being the South line of said 106.878 acre tract of land herein described, for a distance of 3429.35' to a 5/8" Iron Rod set for the Southwest corner of said 106.878 acre tract of land herein described.

THENCE: North 00°41'57" East along the West line of said 106.878 acre tract of land herein described, for a distance of 1827.27' to the POINT OF BEGINNING and containing 106.878 acres of land.

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF THE
SPECIAL WARRANTY DEED
BY AND BETWEEN
CHAMPION REALTY CORPORATION, AS GRANTOR
AND
WELDON ALDERS, AS GRANTEE

Permitted Encumbrances

1. Right-of-Way dated October 22, 1906, executed by First National Bank of Victoria, to C.R. Cummings Export Company, recorded in Volume 18, Page 386, of the Deed Records of Liberty County, Texas.
2. A 1/4 mineral interest, the royalties, bonuses, rentals and all other rights described in instrument from Netta M. Griffith to S.S. McClendon et al, dated October 31, 1942, recorded in Volume 259, Page 6, of the Deed Records of Liberty County, Texas, reference to which instrument is here made for all purposes together with all rights, express or implied in and to the property arising out of or connected with said interests and conveyance.
3. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights described in instruments from S.B. Crawford et al to Champion Paper & Fibre Company, dated March 30, 1953, recorded in Volume 385, Page 404, of the Deed Records of Liberty County, Texas, reference to which instrument is here made for all purposes, together with all rights, express or implied in and to the property arising out of or connected with said interests and conveyance.
4. Easement dated December 23, 1965, executed by Champion Papers, Inc. to Natural Gas Pipeline Company of America, recorded in Volume 597, Page 358, of the Deed Records of Liberty County, Texas.
5. Easement dated August 21, 1974, executed by Champion International Corporation to Natural Gas Pipeline Company of America, recorded in Volume 743, Page 853, of the Deed Records of Liberty County, Texas.
6. Terms, conditions and stipulations of Oil, Gas and Mineral Lease from Sidney McLendon III et al to South Liberty Oil Company as follows: dated June 3, 1982, recorded in Volume 953, Page 182; dated June 21, 1982, recorded in Volume 953, Pages 188, 191, 179, 176, 173, 167, 164, 161, 158, 155; dated June 16, 1982, recorded in Volume 953, Page 170, all of the Deed Records of Liberty County, Texas.
7. Easement dated February 22, 1985, executed by Champion Realty Corporation to County of Liberty, recorded in Volume 1052, Page 734, of the Official Public Records of Liberty County, Texas.
8. As to Lots 9 and 10 of Parcel A, restrictions, utility easements, drainage easements and aerial easements set out on plat of Liberty Pines Estates, recorded in Volume 8, Pages 236 and 237, of the Map Records of Liberty County, Texas.
9. As to Lots 9 and 10 of Parcel A, restrictive covenants as set forth in instrument dated June 15, 1984, recorded in Volume 1022, Page 456, of the Deed Records of Liberty County, Texas.

EXHIBIT "C-1"
ATTACHED TO AND MADE A PART OF THE
SPECIAL WARRANTY DEED
BY AND BETWEEN
CHAMPION REALTY CORPORATION, AS GRANTOR
AND
WELDON ALDERS, AS GRANTEE

Restrictive Corners 2.190 acres

BEING 2.190 ACRES OF LAND IN, OUT OF, AND A PART OF THAT CERTAIN 856
ACRE TRACT OF LAND IN THE REASON GREEN LEAGUE, ABSTRACT 43, LIBERTY
COUNTY, TEXAS. SAID 856 ACRE TRACT OF LAND BEING THAT SAME TRACT OF
LAND AS DESCRIBED IN VOLUME 385, PAGE 404, OF THE DEED RECORDS OF LIBER-
TY COUNTY, TEXAS. SAID 2.190 ACRE TRACT OF LAND BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING at a 4 x 4 Concrete Monument (marked
L-73) found for the Southeast corner of said 856
acre tract of land, same being the Southeast corner
of said 2.190 acre tract of land herein described
and the POINT OF BEGINNING.

THENCE: North 00°14'45" West along the East line
of said 856 acre tract of land, same being the
East line of said 2.190 acre tract of land herein
described, for a distance of 499.65' to a point
on the West bank of a ravine, said point being
the North corner of said 2.190 acre tract of land
herein described.

THENCE: Along and with the meanders of the West
bank of said ravine, same being the West line
of said 2.190 acre tract of land herein described,
as follows:

South 41°31'16" West for a distance of 193.74'.
South 31°45'14" West for a distance of 220.26'.

THENCE: South 42°50'06" West along the West bank
of said ravine, same being the West line of said
2.190 acre tract of land herein described, for
a distance of 206.18' to a point in the South
line of said 856 acre tract of land, said point
being the Southwest corner of said 2.190 acre
tract of land herein described.

THENCE: South 87°36'53" East along the South line
of said 856 acre tract of land, same being the
South line of said 2.190 acre tract of land herein
described, for a distance of 387.00' to the POINT
OF BEGINNING and containing 2.190 acres of land.

EXHIBIT "C-2"
ATTACHED TO AND MADE A PART OF THE
SPECIAL WARRANTY DEED
BY AND BETWEEN
CHAMPION REALTY CORPORATION, AS GRANTOR
AND
WELDON ALDERS, AS GRANTEE

Restrictive Corners .973 acres

BEING 0.973 ACRES OF LAND IN, OUT OF, AND A PART OF THAT CERTAIN 856
ACRE TRACT OF LAND IN THE REASON GREEN LEAGUE, ABSTRACT 43, LIBERTY
COUNTY, TEXAS. SAID 856 ACRE TRACT OF LAND BEING THAT SAME TRACT OF
LAND AS DESCRIBED IN VOLUME 385, PAGE 404, OF THE DEED RECORDS OF LIBER-
TY COUNTY, TEXAS. SAID 0.973 ACRE TRACT OF LAND BEING MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING at a 4 x 4 Concrete Monument (marked
L-73) found for the Southeast corner of said 856
acre tract of land.

THENCE: North 00°14'45" West along the East line
of said 856 acre tract of land, for a distance
of 548.58' to a 1 1/2" G.I.P. found for an angle
point in the East line of said 856 acre tract
of land, said 1 1/2" G.I.P. being the South corner
of said 0.973 acre tract of land and the POINT
OF BEGINNING.

THENCE: North 03°32'57" East along the East line
of said 856 acre tract of land, same being the
East line of said 0.973 acre tract of land herein
described, for a distance of 667.11' to a point
in the South margin of a County Road, said point
being the Northeast corner of said 0.973 acre
tract of land herein described.

THENCE: North 60°09'27" West along the South margin
of said County Road, same being the North line
of said 0.973 acre tract of land herein described,
for a distance of 10.33' to a point on the West
bank of a ravine, said point being the Northwest
corner of said 0.973 acre tract of land herein
described.

THENCE: Along the meanders of the West bank of
said ravine, same being the West line of said
0.973 acre tract of land herein described, as
follows:

South 38°27'59" West for a distance of 237.06'.
South 18°58'01" East for a distance of 293.29'.

THENCE: South 05°26'40" East along the West bank
of said ravine and the West line of said 0.973
acre tract of land herein described, for a distance
of 208.94' to the POINT OF BEGINNING and containing
0.973 acres of land.

EXHIBIT "D"
ATTACHED TO AND MADE A PART OF THE
SPECIAL WARRANTY DEED
BY AND BETWEEN
CHAMPION REALTY CORPORATION, AS GRANTOR
AND
WELDON ALDERS, AS GRANTEE

Access Easement

BEING THE CENTERLINE OF A 60.0' ACCESS EASEMENT OVER AND ACROSS A 106.878 ACRE TRACT OF LAND. SAID 106.878 ACRE TRACT OF LAND BEING OUT AND A PART OF THAT CERTAIN 856 ACRE TRACT OF LAND IN THE REASON GREEN LEAGUE, ABSTRACT 43, LIBERTY COUNTY, TEXAS. SAID 856 ACRE TRACT OF LAND BEING DESCRIBED IN VOLUME 385, PAGE 404, OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS. SAID CENTERLINE OF SAID 60.0' ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

TO-WIT:

COMMENCING at a 5/8" Iron Rod found for the Southwest corner of Woodland Hills Subdivision as recorded in Volume 9, Pages 18, 19 and 20, of the Map Records of Liberty County, Texas, same being the Northwest corner of heretofore mentioned 106.878 acre tract of land.

THENCE: South 72°30'08" East along the South line of said Woodland Hills Subdivision, same being the North line of said 106.878 acre tract of land, for a distance of 579.94' to a point being the POINT OF BEGINNING of said centerline of said 60.0' access easement herein described.

THENCE: South 00°39'25" West along the centerline of said easement herein described, for a distance of 7.78' to an angle point in the centerline of said easement herein described.

THENCE: South 05°39'25" West along the centerline of said easement herein described, for a distance of 431.75' to a point in the centerline of said easement herein described.

THENCE: North 72°30'08" West along the centerline of said easement herein described, for a distance of 540.97' to a point in the West line of said 106.878 acre tract of land, said point being the POINT OF TERMINATION of the centerline of said 60.0' access easement herein described.

EXHIBIT "E"
ATTACHED TO AND MADE A PART OF THE
SPECIAL WARRANTY DEED
BY AND BETWEEN
CHAMPION REALTY CORPORATION, AS GRANTOR
AND
WELDON ALDERS, AS GRANTEE

Drainage Agreement

BEING THE CENTERLINE OF A 40.0' DRAINAGE EASEMENT OVER AND ACROSS A
106.878 ACRE TRACT OF LAND. SAID 106.878 ACRE TRACT OF LAND BEING OUT
AND A PART OF THAT CERTAIN 856 ACRE TRACT OF LAND IN THE REASON GREEN
LEAGUE, ABSTRACT 43, LIBERTY COUNTY, TEXAS. SAID 856 ACRE TRACT OF
LAND BEING DESCRIBED IN VOLUME 385, PAGE 404, OF THE DEED RECORDS OF
LIBERTY COUNTY, TEXAS. SAID CENTERLINE OF SAID 40.0' DRAINAGE EASEMENT
BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-

WIT:

COMMENCING at a 5/8" Iron Rod found for the South-
west corner of Woodland Hills Subdivision as re-
corded in Volume 9, Pages 18, 19 and 20, of the
Map Records of Liberty County, Texas, same being
the Northwest corner of heretofore mentioned
106.878 acre tract of land.

THENCE: South 00°41'57" West along the West line
of said 106.878 acre tract of land, for a distance
of 830.51' to a point being the POINT OF BEGINNING
of the centerline of said 40.0' drainage easement
herein described.

THENCE: South 71°09'33" East along the centerline
of said 40.0' easement herein described, for a
distance of 489.59' to an angle point in the cen-
terline of said 40.0' easement herein described.

THENCE: South 73°42'06" East along the centerline
of said 40.0' easement herein described, for a
distance of 397.18' to a point in the centerline
of an existing 50.0' drainage easement as described
in Volume 1052, Page 734 (easement one), of the
Deed Records of Liberty County, Texas, said point
being the POINT OF TERMINATION of centerline of
said 40.0' drainage easement herein described.

FILED FOR RECORD

1985 DEC 23 PM 4: 16

Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF LIBERTY
I, WANDA BARKER, hereby certify that this instrument
as FILED in file number sequence on the date and at the
time stamped hereon by me, and was duly RECORDED in
the volume and page of the OFFICIAL PUBLIC RECORDS of
Liberty County, Texas, as stamped hereon by me on

DEC 27 1985



Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS

#279

DECLARATION, RESERVATIONS, CONDITIONS
AND RESTRICTIONS AFFECTING
WOODLAND HILLS II SUBDIVISION

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

This Declaration made on the date hereafter set forth by WELDON W. ALDERS, hereinafter referred to as "DEVELOPER,"

W I T N E S S E T H :

That, WHEREAS, Developer is the owner of that certain property out of the Reason Green Survey, Abstract No. 43, Liberty County, Texas, as shown on a final Plat or Map prepared by J. M. Perkins, Registered Public Surveyor, dated the 23rd day of December, 1985, and designated as "WOODLAND HILLS II SUBDIVISION" as filed for record in Vol. 9, Page 36 & 37 of the Map or Plat Records of Liberty County, Texas.

ARTICLE I

DEDICATION AND RESERVATIONS

NOW, THEREFORE, Developer does hereby subdivide and plat said land into lots as shown on said Map or Plat for the purpose of establishing a subdivision to be known as "WOODLAND HILLS II SUBDIVISION," and does hereby dedicate all streets, utility, drainage and other easements shown upon said Map or Plat to the public, but expressly reserving unto Developer, its successors or assigns, the following rights, titles and easements, which reservations shall be referred to and made a part hereof and construed as being adopted in each and every Contract, Deed or other conveyance executed or to be executed by or on behalf of Developer conveying said property, or any part thereof, including the "reserve" areas shown thereon. The restrictions for Lots set forth in ARTICLE III hereof shall not apply to the reserve areas displayed on the plat.

Section 1: Developer reserves the exclusive right to construct and maintain, or cause to be constructed and maintained, in, over, upon, along and under the streets of WOODLAND HILLS II SUBDIVISION, and in the easements shown on the Map or Plat of said subdivision, all pipes, conduits and appurtenances necessary and proper for the maintenance of a system of drainage, to serve the residents of said subdivision. In such connection and in order to perform any and all functions of Developer that in the Developer's opinion are necessary to further or complete the development of WOODLAND HILLS II SUBDIVISION, Developer reserves the right to come upon and cross any of said land at all reasonable times.

Section 2: Neither Developer nor utility companies using the easements hereinafter referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property situated on the land covered by said easements.

Section 3: It shall be expressly agreed and understood that the title conveyed by Developer to any lot or parcel of land in WOODLAND HILLS II SUBDIVISION by Contract, Deed or other conveyance shall not in any event be held or construed to include the title to any of the instrumentalities constructed by Developer or any utility company along any of said streets or easements for the purpose of providing water, gas, storm sewer, electric power, telephone communications or any other utility, to serve any portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly, but not exclusively, reserved in Developer.

ARTICLE II

EASEMENTS

Developer reserves the ten (10')-foot utility easements and drainage easements as shown on the heretofore-mentioned Plat for the purpose of constructing and maintaining utilities of all types, including drainage. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

ARTICLE III

USE RESTRICTIONS FOR LOTS

Section 1: All lots located in WOODLAND HILLS II SUBDIVISION shall be used for residential purposes only. Only one, single-family residence, dwelling, mobile home or pre-manufactured home shall be erected or placed on any lot, except with the written consent of Developer, but in no event shall more than two such residences or houses be so permitted.

Section 2: Residences and other buildings on any lot shall be constructed of new materials, neither old or second-hand houses shall be moved onto the Property nor shall any residence be erected on the Property with second-hand lumber or second-hand building materials and all residences shall be of solid construction and complete on the exterior. No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand two hundred (1,200) square feet of ground floor area.

Mobile homes shall be permitted on any lot so long as they are:

1. 800 square feet or larger, excluding porches and garages;
2. Used mobile homes must be in good condition at the time such mobile home is moved onto the Property and approved by Developer in advance in writing;
3. All mobile homes shall be a minimum of seventy-five (75) feet from any road; and
4. Placed so that the longer side of the mobile is parallel to the road abutting the lot and fronts on the road, except for corner lots.

Section 3: No basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping, and hunting trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreational purposes.

Section 4: No part of any residence, including mobile homes, shall be closer than seventy-five (75) feet to the front property line. No barns, shops or other outbuildings or garages of any kind and shall be closer than seventy-five (75) feet to the front property line. No structure of any kind or character shall be closer than twenty-five (25) feet to the side property line, except fences.

Section 5: That Developer reserves the right to provide for a system of distribution of domestic water to serve residents of WOODLAND HILLS II

SUBDIVISION, and for such purpose to charge a reasonable "tap-on" fee and also to set and charge reasonable rates for water provided through said system.

Section 6: No home or mobile home may be constructed or placed upon any lot unless it has complete sanitary facilities, including among other, lavatory, toilet, wash basin, tub or shower and kitchen sink, all with running water; and all such facilities must be connected to the lot owner's private sewerage system in conformity with state and local health regulations. The Developer, its successors and assigns, does not assume (and will never assume) the obligations for constructing a sanitary sewer system for all of said subdivision, and each owner of each lot shall have the sole responsibility to construct and maintain his own sewerage facilities and same must be in strict compliance and under permit of the State, County and City Health Departments or other regulatory agency and applicable laws.. No outside toilets may be constructed on any lot.

Section 7: The construction of any improvement on any lot shall be completed within nine (9) months from the commencement of construction, unless an extension in such time is granted in writing by the Developer, and no structure shall be deemed to be completed until its exterior is painted and otherwise finished in a reasonable manner.

Section 8: Reasonable plans depicting the proposed construction of a residential structure and/or any addition to a residence or mobile home on a lot shall be submitted to the Developer prior to commencement of construction or placement so that Developer may determine that such construction or placement is in conformity with this Declaration and approval must be given in writing.

Section 9: No obnoxious, offensive, unlawful, dangerous or immoral activity or use shall be made of any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which shall have the effect of degrading the residential and recreational environment of the subdivision.

Section 10: No spirits, vinous, malt liquors or medicated bitter capable of producing intoxication shall be sold or offered for sale on any lot. No billboards shall be allowed on any lot.

Section 11: All lots, whether occupied or not, shall be maintained in a reasonably presentable manner; and no trash, garbage or other waste shall be kept upon any lot, except in sanitary containers. All incinerators or other equipment for storage and disposal of such nature shall be kept in a clean and sanitary condition.

Section 12: All driveway culverts shall conform to any width and cover required or requested by the County or State and shall be constructed of a permanent-type material and installed before lot owner occupies the lot.

Section 13: No automobile or automobiles shall be maintained on any lot unless the same shall be currently registered and licensed. No automobile or other vehicle shall be parked on subdivision streets which impede proper traffic flow. The commercial parking or garaging of vehicles of any type upon any lot shall be prohibited. All boats and travel trailers shall be parked, maintained or stored on any lot beyond the building setback line. Truck-trailer rigs will be allowed to be parked, maintained or stored on any lot at least ten (10) feet beyond the lot line adjoining the street right-of-way, subject to access to said lot being provided by a forty (40') foot wide driveway and parking area on said lot.

Section 14: Building materials shall be stored upon any lot only in an orderly and neat manner, and only beyond the building setback line, unless there is a residence on the property, in which case the building materials must be stored behind the residence.

Section 15: The general principle of waste shall apply with regard to all lots so that the excavation of soil for removal to another site is prohibited, and the cutting of trees is restricted to the reasonable clearing of land for construction of improvements, to remove dead or unsightly trees or for the thinning of trees to improve the growth of the remaining trees, in keeping with sound conservation principles.

Section 16: All improvements placed upon any lot must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

Section 17: No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property, except that dogs, cats or household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Cattle and horses, kept for personal use only, may be allowed; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock, or poultry from the covenant against nuisances elsewhere herein. Animals pens or stables shall be kept in a clean and sanitary condition and maintained in a manner that does not depreciate the value of the Property.

Section 18: Lots One (1) through Three (3), Block One (1), and Lots One (1) through Five (5), Block Two (2) are also subject to the restrictions for Liberty Pines Estates Subdivision, dated June 15, 1984, recorded in Vol. 1022, Page 456, of the Deed Records of Liberty County, Texas.

ARTICLE IV

ENFORCEMENT

Section 1: the Developer or owner of any lot shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or any lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE V

GENERAL

Section 1: Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in nowise affect any other provisions, all of which shall remain in full force and effect.

Section 2: The conveyance of all lots in WOODLAND HILLS II SUBDIVISION shall be made subject to the prior reservations of oil, gas or mineral interests, and the existence of all rights-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether or not expressly stated or contained in a Deed or Contract for Deed with reference to any of said lots.

Section 3: The above-described lots, but not reserve areas, located in WOODLAND HILLS II SUBDIVISION shall be held, sold and conveyed by Developer, subject to the protective covenants, conditions, and restrictions set forth above, which are for the purpose of protecting the value and desirability c., and which shall run with the title to the property and shall be binding upon all parties having any right, title or interest in and to the above described lots, or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

EXECUTED THIS THE 9th day of _____, A.D., 1985.

Weldon W. Alders
Weldon W. Alders

Notary's Memorandum
Acknowledgment
Incomplete.

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 9th day of January, A.D., 1985, by WELDON W. ALDERS.



STEPHANIE JEAN SHELBURNE
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 5/04/88

Stephanie Jean Shelburne
Notary Public, State of Texas
Printed Name: _____
Commission Expires: _____

FILED FOR RECORD

1986 JAN -9 PM 3:07

Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF LIBERTY }
I, WANDA BARKER, hereby certify that this instrument
as FILED in file number sequence on the date and at the
time stamped hereon by me, and was duly RECORDED in
the volume and page of the OFFICIAL PUBLIC RECORDS of
Liberty County, Texas, as stamped hereon by me on

JAN 10 1985



Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS