

9420

VOL 788 PAGE 905

THE STATE OF TEXAS I
COUNTY OF LIBERTY I

KNOW ALL MEN BY THESE PRESENTS:

THAT C & I DEVELOPERS, INC., hereinafter sometimes called "corporation" for brevity, being a Texas corporation, and the owner of The Woods, a subdivision of 84 lots in the Ann Holshausen League, Liberty County, Texas; and

NOW, THEREFORE, C & I Developers, Inc., acting by and through its duly authorized and undersigned officers, being the owner of said subdivision, does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on and enforceable by this owner, its successors, grantees, assigns and all parties and persons claiming under it until Jan. 1, 1987, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by duly recorded instruments signed by a majority of the then record owners of a majority of the lots in said addition, it is agreed to change said covenants, conditions and restrictions in whole or in part.

RESTRICTIONS - THE WOODS SUBDIVISION

1. All lots in said subdivision are designated as residential lots, and shall be used for residential purposes only.
2. Only one single family private dwelling unit or residence designed for the occupancy of one family and one appurtenant garage shall be erected on any lot, except that one single family dwelling unit and a single family garage apartment unit may be constructed upon said lot, provided that the garage, garage apartment or any other outbuilding shall not be built prior to the construction of the main dwelling unit.
3. No dwelling with less than 600 square feet of floor space in the enclosed living area shall be constructed or permitted on any lot. Factory constructed mobile homes of not less than twelve (12') feet wide and fifty (50') feet long shall be permitted as permanent dwellings. Open or screened porches, breezeways, or garages shall not constitute enclosed living area. No building, structure or any part thereof shall be constructed or permitted to extend over or encroach upon any street or utility or drainage easement or nearer to any front property line than twenty-five (25') feet or nearer to a side line than five (5') feet.
4. Exterior walls of all buildings and improvements shall be constructed of masonry, cedar shakes, stained wood, or pre-fabricated siding, provided, however, that absolutely no composition shingles, imitation brick, asbestos shingles or materials of a like or kindred nature will be permitted on the outside walls of any structure. All exposed wood or metal surfaces except cedar shall be painted immediately with at least two (2) coats of good quality paint. The main dwelling shall have a hip or gable roof surfaced with tile, gravel, wood or composition shingles and no corrugated iron or roll roofing or shed type roof shall be permitted. Garages shall be constructed of the same material as the main dwelling, provided that if the garage is detached from the house it may be constructed of wood or pre-fabricated siding and covered with two (2) coats of good quality paint. The exterior of any building must be completed within six (6) months of the time construction begins. No dwelling shall be occupied prior to the completion of the exterior and installation of adequate indoor toilet facilities.
5. No old or existing house or structure shall be moved in or placed on any lot, with the exception of factory constructed mobile homes as permitted and set forth in paragraph number 3.
6. Motor homes, campers and tents for camping purposes shall be permitted on any lot, but not to exceed an accumulated period of sixty (60) days in any one calendar year.
7. No residence or other building of any kind of what is commonly known as "boxed" or "sheet metal" or "tar paper shacks" or truck body or box car or caboose or bus body or damaged mobile home, or temporary structure of any type shall be erected, placed or permitted to remain on any lot.

8. No outside toilets shall be used or maintained on any lot. All lavatories, toilets and bath facilities shall be built indoors, be connected with adequate septic tanks with adequate lateral lines for sewage and waste disposal and constructed to comply with all laws, regulations and specifications of state and local health authorities. No lateral or leaching lines from grease traps or septic tanks shall be allowed to drain either directly or indirectly into road ditches or natural drainage ditches.

9. Billboards, sign boards, junk, trash, litter, junk cars and appliances, old furniture or unsightly objects are prohibited, with the exception that one (1) "For Sale" sign not to exceed two (2') feet by two (2') feet in size may be permitted. No unused car may be parked on any street continuously for more than thirty (30) days. No unused car may be allowed to remain on any lot longer than sixty (60) days. No building materials may be left visible and unused on a lot more than ninety (90) days.

10. No fowl, animal or livestock of any kind shall be raised or kept on any lot, except for dogs, cats, birds or other household pets may be kept provided they are not bred or maintained for commercial purposes.

11. Fences, constructed of barbed wire or chicken wire are prohibited.

12. There is dedicated for utilities a ten (10') foot ground easement on the street side of each lot for the installation and maintenance of utilities to serve said lot; also all guy wire easements necessary to properly install the electrical utilities.

13. There is dedicated for electrical utilities an unobstructed aerial easement five (5') feet wide from a plane twenty (20') feet above the ground upward located adjacent to all ground easements established for such utilities, such aerial easement being reserved for the purpose of cutting and trimming trees in order that the electrical lines may be constructed and maintained.

14. Bridges constructed over road ditches shall be of concrete or galvanized pipe of such size as may be necessary in order that drainage will not be retarded, provided such size shall never be less than eighteen (18") inches.

15. There is hereby reserved adjacent to and over all natural drainage courses, an easement for the purpose of permitting drainage through such courses.

16. Beginning January 1, 1978 each lot in The Woods Subdivision, or partial lot, shall hereby be subject to an annual maintenance fee of not more than \$24.00 per year per lot or partial lot. The maintenance fee will be paid by the owner or owners of each lot or partial lot annually in advance of the 1st day of February of each year. The maintenance fee shall be paid to C & I Developers, Inc., or to an association of property owners in the Subdivision if such association is formed, for the upkeep, maintenance and improvement of roads and easements. To secure the payment of the maintenance fee established hereby, a vendor's lien is hereby retained and reserved for the benefit of all lot owners, C & I Developers, Inc., and its assigns, or the property owners association to secure the payment of said maintenance fee and the reasonable cost of collection thereof including attorney's fees; provided, however, that such lien is specifically subordinate, secondary and inferior to all liens, present and future, created by or at the instance and request of the owner of any such lot to secure the payment of any improvements on said lot and further providing that prior to the foreclosure of such lien the entity then collecting such fee shall give the owner of such lot sixty (60) days' written notice of such proposed action by certified mail, return receipt requested. Any property owners association that is formed shall be composed strictly of owners of lots and partial lots in The Woods Subdivision and each property owner shall be entitled to one (1) vote per lot or partial lot owned.

17. Invalidation of any one of these covenants by judgment or other court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

18. The foregoing restrictions are enforceable by an injunction by the County of Liberty, any citizen or property owner, or the original developer, its successors or assigns.

EXECUTED this 18th day of November, 1976.

ATTEST:

C & I DEVELOPERS, INC.

Iva Vinson
Iva Vinson, Secretary

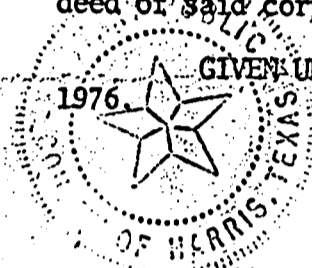
By Charles E. Vinson
Charles E. Vinson, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES E. VINSON, President of C & I Developers, Inc., a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of November,

[Signature]
Notary Public in and for
Harris County, TEXAS

FILED FOR RECORD

This the 15th day of December

A.D. 1976 at 11:50 O'clock A. M.
LELA MAE CATCHINGS

County Clerk, Liberty County, Texas

By *Kayne McChesney* Deputy

STATE OF TEXAS
COUNTY OF LIBERTY

I, LELA MAE CATCHINGS, hereby certify that this instrument was filed 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



DEC 17 1976

Lela Mae Catchings
COUNTY CLERK
LIBERTY COUNTY, TEXAS