

#280

DECLARATION, RESERVATIONS, CONDITIONS
AND RESTRICTIONS AFFECTING
WOODLAND HILLS III 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 III SUBDIVISION" as filed for record in Vol. 9, Page 38 & 39 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 III 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 III 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 III 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 III 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 III 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 III

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.

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 III 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 III 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 of, 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 January, A.D., 1985.


Weldon W. Alders

Recorder'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., 198, by WELDON W. ALDERS.

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



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

FILED FOR RECORD
1986 JAN -9 PM 3:08

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