

WOODCREEK

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS .

COUNTY OF FAYETTE

§

That, Woodcreek, a development of Woodcreek Joint Venture,
for the purpose of instituting and carrying out a uniform plan for the
development and sale of all of the tracts in Woodcreek Ranch Joint Venture,
a development, it owns in Fayette County, Texas according to the plat
recorded in _____ does hereby adopt and impose
on behalf of itself, its legal representatives and assigns, the following
recited restrictive covenants and use limitations covering all such tracts.
All these restrictive covenants and use limitations shall become a part of
all contracts for sale, contracts for deed, deeds, and other legal instruments
whereby the title or possession of any part or portion of such property is
hereafter conveyed or transferred.

The restrictions are as follows:

1. That no commercial or business use of any such property shall be permitted. No sign shall be placed on any part or portion of such property indicating a commercial use thereof.
2. Each residence building shall contain no less than 800 square feet of floor space, exclusive of open porches, breezeways, carports, and garages. No mobile homes will be allowed on said tracts. Campers may be in place for weekend use but shall not be in place for more than seven days. A modular home may be permitted on any tract of five acres or more. The modular home shall be underpinned, affixed permanently and shall contain not less than 800 square feet of floor space. A mobile home may be used as a temporary residence during the construction of a permanent residence for a period not to exceed one year.
3. That all buildings, dwellings, garages, barns and other buildings constructed on any part of the tracts must be set back at least 50 feet from any public or private roadways or boundary line.
4. No swine shall be allowed on any tract. No livestock shall be permitted until tract is fenced; and then no more than 1 animal per 2½ acres, shall be permitted. Livestock consists of horses, cattle, sheep and goats. Family pets such as cats or dogs are not livestock.
5. That no tract or any part of a tract shall be used or maintained as a dumping ground for rubbish, trash, or wastes.
6. That no junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on a tract for more than two weeks shall constitute a junk yard.
7. That no outside toilets shall be permitted. It is the responsibility of the purchaser, not the owner/subdivider hereof, to install any septic tank and soil-absorption sewerage disposal system. Installation of septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and subject to the inspection by the Fayette County Health Department.

8. No noxious or offensive activity shall be carried on or conducted upon any tract, nor shall anything be done on any lot which shall or may be or become any annoyance or nuisance to neighbors.
9. Owner has no obligation to maintain roads shown on the plat of said subdivision. All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway will install appropriate culverts or drainage pipe under the driveway.

The above restrictions constitute covenants running with the land and insure to the benefit of the undersigned and its assigns as well as each and every purchaser of any tract in the subdivision, their heirs and assigns. Any one of said beneficiaries shall have the right to enforce these restrictions in equity or in law. If one or more of such restrictions shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

Cecile Russell
 Cecile Russell, President Ranch Enterprises, Inc.,
 Managing Partner, Woodcreek, Joint Venture

THE STATE OF TEXAS



This instrument was acknowledged before me on the 20 day of December 1985 by Cecile Russell.

Carolyn Kubes
 Notary Public, State of Texas
 My Commission Expires 12-28-86

FILED FOR RECORD

\$5.00 Pd.

Return to: Cecile Russell
 1748 Ohlen Road
 Austin, Texas 78758

At 10:00 O'clock A M.

The 23rd Day of December 1985
 IRENE PRATKA

Clerk County Court, Fayette County, Texas

By Carolyn Kubes Deputy
 CAROLYN KUBES

RECORDED THIS THE 8th DAY OF January A.D. 1986 AT 11:15 O'CLOCK A. M.
 IRENE PRATKA, COUNTY CLERK. BY Anne Beran DEPUTY
 ANNE BERAN

04310

AMENDED RESTRICTIONS AND LIMITATIONS

FOR NUMBERED TRACTS ONLY IN PHASE I, II, AND III WOODCREEK Ranch
in Substitution for Volume 708 Page 544 Fayette County Records
THE STATE OF TEXAS

COUNTY OF FAYETTE

KNOW ALL MEN BY THESE PRESENTS

231 That, Woodcreek, a development of Woodcreek Joint Venture,
for the purpose of instituting and carrying out a uniform plan for the
development and sale of all numbered tracts in Woodcreek Ranch Joint Venture,
a development, it owns in Fayette County, Texas according to the plat
recorded in _____ does hereby adopt and impose
on behalf of itself, its legal representatives and assigns, the following
recited restrictive covenants and use limitations covering all such tracts.
All these restrictive covenants and use limitations shall become a part of
all contracts for sale, contracts for deed, deeds, and other legal instruments
whereby the title or possession of any part or portion of such property is
hereafter conveyed or transferred.

The restrictions are as follows:

1. That no commercial or business use of any such property shall be permitted. No sign shall be placed on any part or portion of such property indicating a commercial use thereof.
2. Each residence building shall contain no less than 800 square feet of floor space, exclusive of open porches, breezeways, carports, and garages. No mobile homes will be allowed on said tracts. Campers may be in place for weekend use but shall not be in place for more than seven days. A modular home may be permitted on any tract of five acres or more. The modular home shall be underpinned, affixed permanently and shall contain not less than 800 square feet of floor space. A mobile home may be used as a temporary residence during the construction of a permanent residence for a period not to exceed one year.
3. That all buildings, dwellings, garages, barns and other buildings constructed on any part of the tracts must be set back at least 50 feet from any public or private roadways or boundary line.
4. No swine shall be allowed on any tract. No livestock shall be permitted until tract is fenced; and then no more than 1 animal per 2 1/2 acres, shall be permitted. Livestock consists of horses, cattle, sheep and goats. Family pets such as cats or dogs are not livestock.
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6. That no junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on a tract for more than two weeks shall constitute a junk yard.
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RECORDER'S MEMORANDUM:

All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recordation

DR721-0603 06-04-1986

8. No noxious or offensive activity shall be carried on or conducted upon any tract, nor shall anything be done on any lot which shall or may be or become any annoyance or nuisance to neighbors.
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Cecile Russell

Cecile Russell, President Ranch Enterprises, Inc.,
Managing Partner, Woodcreek, Joint Venture

THE STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 4th day of June 1986 by Cecile Russell.

Carol J. Heaton
Notary Public, State of Texas
Carol J. Heaton
My Commission Expires 3-4-89



FILED FOR RECORD
At 10:15 O'clock A. M.
The 9th Day of June 1986.

Irene Pratkan
IRENE PRATKA
Clerk County Court, Fayette County Texas

\$5.00 pd.
Ranch Enterprises
P.O. Box 1048
Lampasas, Texas 76550

RECORDED THIS THE 19th DAY OF June A.D. 1986 AT 3:25 O'CLOCK 9 M.
IRENE PRATKA, COUNTY CLERK. BY Anne Beran DEPUTY
ANNE BERAN