

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VOL 185 PAGE 882

WOODCREEK SUBDIVISION

THE STATE OF TEXAS § 4432
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF WILSON §

THAT this Declaration is made on the date hereinafter set forth by J. T. HEMBY and STEVEN A. KEELAND (hereinafter referred to as Declarant);

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property known as WOODCREEK SUBDIVISION, a Subdivision in Wilson County, Texas, according to the map or plat thereof recorded in Volume 5, Pages 2 & 3, of the Map Records of Wilson County, Texas; and consisting of Lots 1 through 75; and

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase property in WOODCREEK SUBDIVISION, that there be established and maintained a uniform plan for the improvements and development of WOODCREEK SUBDIVISION, as a highly restricted and modern subdivision of the highest quality.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above as WOODCREEK SUBDIVISION, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. All lots shall be used solely for single family residential purposes. Declarant expressly reserves the right until January 1, 1989, to amend these Restrictions which amendment may be accomplished by written instrument filed of record in the office at the County Clerk of Wilson County, Texas. Declarant expressly reserves the right to grant variances to the set back line requirements referenced in Paragraph 2 below, such variances to be in writing and recorded in the Deed Records of Wilson County, Texas. The term "residential purposes" as used herein, shall be held and construed to exclude duplexes, or any other type of multi-family dwelling.

2. All residential dwellings will be constructed so that no part of the foundation for house, garage or carport is closer than thirty-five (35) feet from the front property line or fifteen (15) feet from the side property line. Each residence will be built on the lot site and have a minimum of 1200 square feet of living area, exclusive of open porches, open breezeways, or open patios, attached double car garage or carport. Such dwelling shall be built on a concrete slab only. Each residence must have a minimum of 75% brick, rock or masonry construction on exterior walls. All residences must be completed not later than 12 months after the foundation is laid. No servant's house, outbuildings or garage shall be lived in as a home (by the owner thereof) and no tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently. No pre-used homes, second-hand homes, mobile homes, manufactured homes, or modular homes shall be moved onto any lot. All habitable structure shall be connected to septic tanks conforming with the regulations and recommendations of the State Department of Health. No outside toilets shall be erected, placed or used on any lot in the subdivision. Except as may be divided by the Declarant, no lots or tracts may be divided into more than one lot

or tract. No more than one residence may be constructed on any lot or tract.

3. Each dwelling shall have a concrete, asphalt, or paving brick parking area or garage for vehicles, which such parking area or garage shall be connected to the street pavement line by an asphalt, concrete, or paving brick driveway.

4. No outside clothes lines shall be erected on any Lot.

5. Lots shall not be used as a dumping ground for rubbish, trash, garbage or other waste material. All incinerators or other waste disposal equipment will be kept in a sanitary condition. No junk or wrecking yard shall be located on any lot. No partially dismantled or inoperative vehicles, or parts thereof, shall be kept or located on any Lot, or in the street fronting any Lot, with the term "inoperative vehicle" being defined as a vehicle which cannot be moved under its own power for more than sixty (60) days. No dump trucks, commercial trucks (commonly referred to as eighteen (18) wheelers) or heavy commercial equipment may be parked on or near any lot except temporarily as needed for residential construction purposes. No building materials shall be placed or stored on any Lot, except during construction of a residence.

6. No commercial activity of any nature shall be carried on or upon any lot nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood. Only pets and animals ordinarily kept in residential subdivisions of the nature of this subdivision (specifically excluding but not limited to, hogs, goats, chickens and other fowl) may be kept on any part of any lot provided that the number of such animals and the manner in which they are kept and maintained does not constitute an annoyance or nuisance to the neighborhood, and provided that they are not kept, bred or maintained for any commercial purposes. Notwithstanding the above, a Lot owner may maintain one (1) horse or one (1) head of cattle on each Lot, so long as it is confined and not allowed to roam onto the street or other Subdivision lots.

7. No gravel, sand, caliche, or soil shall be sold from anylot without approval of Declarants or their successors or assigns.

8. No noxious or offensive activity shall be carried on or upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. The owners of any lot, their successors or assigns shall not use any lot or part thereof, or allow same to be used for treating persons afflicted with tuberculosis or diseases that are contagious or infectious, mental illness, nor shall any sanitarium residential treatment center or "halfway" house for mental patients ever be erected or placed thereon for any such purposes.

10. No signs of any kind shall be displayed to the public view on any residential lot except one (1) professional quality sign of not more than five (5) square feet advertising the property for sale or sign used by a builder to advertise the property during the construction and sale period.

11. No public road may be constructed on any lot nor shall any road be constructed for public use except by Declarants. No access through WOODCREEK SUBDIVISION is allowable by adjacent property owners, without the express written consent of Declarant, its assigns, heirs or successors.

12. There is shown on the plat of this subdivision a road easement being sixty (60) feet in width and all lots are

subject to this road easement now of record in the Map and Plat Records of Wilson County, Texas. This roadway easement shall remain open for the use of ingress and egress to all lots in this subdivision. No owner of any lot may by gate, fence, barrier of any obstacle whatsoever, block or impede use of said road easement.

13. There is also hereby reserved to Declarant, their heirs and assigns, a ten (10) foot public utility easement adjacent and parallel to both sides of said 60' road easement, a fifteen (15) foot public utility easement along the side of lot 5 and a twenty (20) foot public utility easement along Highway 87. Further, there is also reserved to Declarant, their heirs and assigns, a five (5) foot public utility easement adjacent and parallel to the side and rear boundary lines of all lots. These public utility easements are for the installation and maintenance of utilities and drainage facilities, including, but not limited to, water, electricity, and telephone, and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots, Declarant having no obligation to supply such services. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees or flowers, or to other property of the owner situated within any such easement. No owner of any lot may by gate, fence, barrier or any obstacle whatsoever, block or impede use of said public utility easements.

14. All lots are subject to easements and restrictions now of record, and are subject to any applicable zoning rules and regulations.

15. The covenants and restrictions herein contained shall be binding upon any owner of lots in WOODCREEK SUBDIVISION, his successors, heirs or assigns. The Declarant, or any owner of property in the subdivision, shall have the right but not the duty, to enforce by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, Declarant or the Owner of any Lot, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from this date, after which time said covenants, conditions, and restrictions shall be automatically extended for successive period of ten (10) years. Subject to Paragraph 1 hereto, the covenants, conditions and restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent (90%) of the Lot Owners; during any succeeding ten (10) year periods, the covenants, conditions, and restrictions may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Wilson County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

17. Invalidity of any one of these covenants, conditions, and restrictions by judgment of any court shall in no wise effect any of the other provisions which shall remain in full force and effect.

EXECUTED this 16 day of SEPTEMBER, 1987.

DECLARANTS:

J. T. Hemby
J. T. HEMBY
Steven A. Keeland
STEVEN A. KEELAND

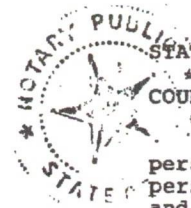


STATE OF TEXAS X
COUNTY OF WILSON X

BEFORE ME, the undersigned authority, on this day personally appeared J. T. HEMBY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of September, 1987.

Susan A. Richter
Notary Public, State of Texas
Notary's Name Printed:
Susan A. Richter
My Commission expires: 4-10-88



STATE OF TEXAS X
COUNTY OF WILSON X

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN A. KEELAND, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of September, 1987.

Susan A. Richter
Notary Public, State of Texas
Notary's Name Printed:
Susan A. Richter
My Commission expires: 4-10-88

100A/I/1-4

RECORDED IN Deeds
FILE DATE: Sept 23 1987
FILE TIME: 2:30 CLOCK PM
VOL 685 PAGE 882-885



RECORDING DATE
Sept 29 1987

RICHARD BOLF
COUNTY CLERK, WILSON COUNTY
BY [Signature]