

RESTRICTIONS ON WOODLAKE, SECTION ONE

THE STATE OF TEXAS
COUNTY OF BELL

NOW ALL MEN BY THESE PRESENTS:

That Woodlake Development Co., a Texas Corporation, the owner of Woodlake, Section One, a subdivision out of 205.14 acres of land, more or less, out of the Meredith Tongate Survey, Abstract No. 828, the James Bowers Survey, Abstract No. 81, and the C. A. Anderson Survey Abstract No. 37, as referred to in Volume 1254, page 729 of the Deed Records of Bell County, Texas, made up of 41 lots, as shown on the plat recorded in Volume 2, page 217-2 of the Plat Records of Bell County, Texas, do impress all of the property included in such subdivision with the following restrictions:

I

CHARACTER AND USE OF PLOTS

- 1.01 Except as may be indicated on the recorded plat of the subdivision, each and every lot therein shall be used for single family residential purposes only and for no other purpose.
- 1.02 No structure of a temporary character, such as a tent, shack, mobile home or trailer shall be placed on any lot at any time or used as a residence, either temporarily or permanently. No motor home, boat or boat trailer shall be parked on any lot which does not have a residence; nor shall any motor home, boat or boat trailer be placed so that it extends beyond the front line of the residence.
- 1.03 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No person shall discharge any fireworks, gun or pistol or firearm, air rifle, air pistol, or bow and arrow, activated by whatever means including gun powder, compressed air or gas, or spring or canon cracker or torpedo as the same are defined in the laws of the State of Texas on, over or across any lot, street or easement within the subdivision.
- 1.04 Except as indicated on the recorded plat, no manufacturing or commercial enterprise, or enterprise of any kind for profit shall be maintained upon, in front of or in connection with any lot, nor shall said lot in any way be used for other than strictly residential purposes.
- 1.05 No horses, cows, sheep, goat, hogs, chickens, ducks, rabbits or any other animals, poultry or fowl, except household pets, shall be kept, ridden or permitted on any

residential lot in said subdivision, but in no event shall any person keep household pets for commercial purposes.

1.06 Trash, garbage and other wastes shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. No trash may be burned or disposed of within the subdivision except by written authority of the Property Owners' Association. All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use.

1.07 No use of any lot shall be made for any purpose that would result in pollution of the waters above and below the surface of the subdivision.

1.08 No excavation for stone, sand, gravel or earth shall be made thereon, except in connection with the erection of improvements.

1.09 No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during construction and sale. No signs of any nature shall be permitted on any lot without the written consent of the Property Owners' Association.

1.10 The owners or occupants of all lots of this subdivision shall at all times keep all weeds and grass thereon cut on a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements. Such owners or occupants shall not permit the accumulation of garbage, trash or rubbish of any kind thereon.

In the event of default on the part of the owner or occupant of any lot in the subdivision in observing the above stated requirements, or any of them, employees or agents of the developer or the Association, its and their successors and assigns, may, without becoming liable to the owner or occupant, in trespass or otherwise, enter on said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be moved such garbage, trash, rubbish, etc, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant as the same may be, agrees by the purchase or occupation of any lot of this subdivision to pay such statement immediately upon receipt thereof. The Association shall have a lien against any lot for any such monies so advanced.

1.11 No building materials may be placed or stored on any lot until the time construction is to begin; no building materials may be placed in the streets or between the roadbed and the property line at any time.

1.12 No lot shall be subdivided or a portion thereof conveyed except as between respective owners of full lots contiguous thereto; and any such attempt to otherwise subdivide ownership of a lot shall be void. No dwelling or residence shall be erected

upon any parcel less than one full lot as shown on the subdivision plat without approval of the Property Owners' Association.

1.13 All recreational facilities in the subdivision shall be for the use and benefit of the property owners and their families and guests only and are to be used by them at their own risk.

II

BUILDING RESTRICTIONS

2.01 All structures shall comply with all applicable laws and building codes, as well as all the restrictions herein.

2.02 No building, fence, wall or other structure shall be built, placed or altered on any lot until the construction plans and specifications and the plot plans showing the location thereof have been approved in writing by the Architectural Control Committee. If construction is not commenced within six (6) months after such approval is obtained, a new approval shall be required. All improvements shall be completed within six (6) months after the beginning of construction, unless an extension is granted by the Architectural Control Committee.

2.03 The interior floor space and living area of any building erected on any lot in this subdivision shall contain not less than fifteen hundred (1500) square feet on the ground level, exclusive of garage and porch. No building shall be more than two stories in height and no garage or building detached from the dwelling shall, without written consent of the Architectural Control Committee, exceed one story in height. No building or structure of any kind shall be located nearer than twenty-five (25) feet from the front street line or ten (10) feet from any side lot line or side street line or rear lot line.

2.04 Unless otherwise approved in writing by the Architectural Control Committee, no dwelling shall be built in front or have its main entrance in any direction other than toward the abutting street, except that on corner lots the dwelling may front toward one or both of the streets or toward the intersection but must have a presentable appearance from each of the streets.

2.05 All houses will have two-car garages or carports unless exception is granted by the Architectural Control Committee. Any garage shall be constructed at the same time or subsequent to the construction of the building it is intended to serve.

2.06 No structure shall be erected or placed on said lot unless built of solid, permanent material with pleasing exterior. The exterior of any building erected or placed on a lot shall be of accepted wood, brick, stone, tile or masonry material. No tin, sheet-iron, metal or paper, including imitation siding, shall be used or placed on said lot. Outside materials for pitched roof shall be asphalt shingles, their equivalent, or better.

2.07 No building shall be erected, altered or placed on any lot other than a single family dwelling, together with such out buildings as are roofed or walled structures as are necessary to the comfort, pleasure and convenience of the dwelling house, provided that such out buildings shall correspond in style and outside finished material to the dwelling house. The owner of more than one lot may use as many lots as he owns for the purpose of constructing a dwelling house thereon, treating said lots as one unit or one lot.

2.08 The materials used on the outside of any porch, garage or other building appurtenant to the dwelling, shall be of the same material or materials architecturally compatible with the outside walls of the building.

2.09 No house shall be removed either from outside the subdivision to a lot within the subdivision, nor within the subdivision itself without written permission from the Architectural Control Committee, which may be granted at its discretion if it shall be shown that the structure to be placed on said lot would comply with all restrictions applicable to the lot whereon it is to be placed.

2.10 Any fence erected on, upon or around any lot must be of wood, brick, stone, chain-link, cyclone or hurricane material. Except with approval from the Architectural Control Committee, no fence or wall shall be constructed in front of the front wall of the dwelling, and no hedge shall be grown in front of the dwelling in any such way as to interfere with the appearance of the dwelling.

2.11 All dwellings and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve their attractiveness. No exposed, untreated or unstained wood except deckings, shall be allowed without the approval of the Architectural Control Committee.

2.12 Each and any private driveway to any lot in the subdivision shall have a drainage structure thereunder and parallel to the roadway which provides an opening of sufficient size and depth to permit the free flow of water to the end that the same will not cause the impounding of water on other lots in the subdivision, and will not interfere with the drainage in the subdivision.

III

WATER AND SEWAGE DISPOSAL

3.01 No outside toilets shall be permitted. All lavatories, toilet and bath facilities shall be constructed indoors and connected to the septic or sewage treatment system. All connecting pipe and materials shall conform to Architectural Control Committee and utility district standards and must be maintained in good working order.

3.02 in the event a governmental authority should require the installation of sanitary sewers and appurtenances in part or all of the subdivision, the purchasers or owners of the lots in the subdivision agree to join with the developer and/or the Association in the formation of a utility district to furnish and provide such required services and each lot purchaser and owner does upon his or her or the execution of the Association membership agreement, appoint the Association as their lawful attorney-in-fact to execute any and all instruments and take any and all necessary actions in their behalf to accomplish the creation of a utility district and the construction of the required improvements. Each lot purchaser and owner further agrees to pay reasonable charges for the use of such system as established by the Texas Utilities Commission or its successor.

When and if a sewage treatment plant and collection system for the service of the subdivision is provided, it shall be used as the sole means of sewage disposal for such premises.

IV

STREETS, EASEMENTS AND UTILITIES

4.01 The developer reserves unto itself, its successors and assigns, the right and privilege and on easement to use all streets and roadways, waterways, public areas and easements shown on the recorded plat of the subdivision, for utility purposes and surface drainage. In addition, the developer reserves unto itself, its successors and assigns, an easement for utility purposes, in, on, over and under a strip twenty (20) feet in width along the front of each lot in the subdivision and five (5) feet in width along the rear and each side of each and every lot in the subdivision.

4.02 Each lot owner is granted the right and privilege and an easement to use all of said streets, roads and public areas, but subject to and conditioned upon the observance of the rules and regulations as may from time to time be promulgated by the Association for the use of such facilities and upon the payment of any and all dues, fees, charges and assessments, which may be imposed by the Association for the establishment and maintenance thereof.

4.03 No boat, boat trailer, motor home, truck, car or trailer of any kind shall be parked or stored, except temporarily (12 hours) on any street or road.

4.04 No lot owner may use any right, privilege and easement granted herein in such a manner as to interfere with any other lot owner's use.

4.05 It is contemplated that the developer and the County will maintain the streets and roads, and the Association will maintain the public areas in good, sanitary condition so as to permit the use thereof by all lot owners at all times.

WOODLAKE PROPERTY OWNERS' ASSOCIATION

5.01 The developer binds itself to establish a non-profit corporation under the Texas Non-Profit Corporation Act to be known as the Woodlake Property Owners' Association. Among the purposes for which the corporation shall be established are to promote the civic interests of persons owning or occupying lots in the subdivision, to promote the safety and health of such persons, security protection for such persons, and promote the cleanliness, beautification and protection of the property in the subdivision.

5.02 To accomplish its purposes, the Association shall have the right to make rules and regulations to govern the use of all streets and roads, and other public areas in the subdivision. It shall also have the right to make easements against the lots in the subdivision for use in the maintenance of such streets and roads and other public areas. The Association shall expressly have the right to:

A. Collect and expand, in the interest of the subdivision as a whole, the maintenance fund herein created.

B. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by the lot owner in the subdivision).

C. Enforce any lien imposed on any part of the subdivision by reason of the violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charge herein provided, and to execute a release of such land upon performance.

D. Approve or reject plans and specifications for improvements to be erected in the subdivision through an Architectural Control Committee, as set forth in Section VII below.

5.03 Each lot owner shall be a member of the Association by virtue of his ownership and be entitled to one vote per lot in all actions requiring approval by vote of the Association. Each lot owner in a subdivision of the remainder of the 205.14 acres referred to her, of which this subdivision is a part, or any adjoining land which may be subsequently platted by the developer shall likewise be a member of the Association. Each member shall have rights and privileges, in connection with the Association, as may from time to time be specified in the Articles of Incorporation and its by-Laws.

5.04 No sale, transfer, lease, or other disposition of any lot shall be consummated unless and until the purchaser or transferee has applied for and has been approved as a member of the Association, and such approval has been certified on the proposed deed or other instrument of transfer. This restriction shall not apply, however, to a lending institution which may bid on any lot at a foreclosure sale, nor shall it apply upon the death of an owner to a transfer by will or intestacy pursuant to the laws of the State of Texas.

Membership in the Association shall be conditioned upon observance of the rules and regulations established by it for the benefit and general welfare of its members, and conditioned upon payment when due of any dues, fees, charges or assessments.

5.05 If a lot has been acquired by someone who has been approved for membership in the Association, or if any owner ceases to be an owner of the Association, nonetheless, said owner hereby agrees that he will pay for such portion of the specific expenses required and expended by the Association solely for the maintenance of streets and roads, and public areas, that he would otherwise be required to pay if he was then in fact a member of the Association.

5.06 The Association shall have the right to enforce any and all of the protective covenants contained herein, and pursuant thereto has the right to contract for the performing of services which will remedy the breach of any covenant herein and assess the cost of said services against the particular lot owner involved.

VI

THE MAINTENANCE FUND

6.01 Each lot in the subdivision conveyed by the developer, its successors or assigns, is hereby subject to an annual maintenance charge of forty-eight (48) dollars for the purpose of creating a fund to be known as "The Maintenance Fund," to be paid by the owner of the lot, the same to be secured by a vendor's lien upon said lot, and payable annually on the first day of January of each year next following the purchase of said lot to Woodlake Property Owners' Association at its office in Belton, Texas, or such other place as it shall designate in writing, and such charge and lien are hereby assigned to the said Woodlake Property Owners' Association. The Maintenance charge may also be paid monthly in advance, four (4) dollars per month, per lot. The annual maintenance charge may be adjusted from year to year by the Woodlake Property Owners' Association, but prior to September 1, 1978, the maintenance charge may not be adjusted above forty eight (48) dollars per lot per year. After September 1, 1978, the maintenance charge may be adjusted by a majority vote of the members of the Woodlake Property Owners' Association and may in fact, exceed forty eight (48) dollars per lot.

6.02 Funds arising from the charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: Enforcing compliance with these things necessary or desirable in the opinion of the Association to keep the property and the common facilities operating, maintained in neat and good order, or anything which it considers of general benefit to the owners or occupants of the addition, it being understood that the good faith judgment of said Association in the expenditure of such funds shall be final.

6.03 The developer of the subdivision, Woodlake Development Co., or its successors or assigns, is specifically excluded from the requirements to pay maintenance fees on any lot said developer in this development owns for sale or for re-sale.

6.04 By acceptance of deed and contract for deed, each purchaser agrees and consents to and joins in such maintenance charge, acknowledge the lien for enforcement or collection thereof. Said land shall be deemed subordinate to the liens of any bank, insurance company or savings and loan association or others who lend money for the purchase of any property in the subdivision and/or for the construction and/or permanent financing of improvements on such property, and shall also be subject to the lien for taxes.

6.05 The developer of the subdivision, Woodlake Development Co., shall have complete control of the Woodlake Property owners' Association and the Maintenance Fund until September 1, 1978. At that time, the developer will convey all common facilities to the Association and will transfer all monies in the Maintenance Fund to the Association.

VII

THE ARCHITECTURAL CONTROL COMMITTEE

7.01 The Association shall establish an Architectural Control Committee of three individuals and shall provide for the filling of any vacancies thereon. The Committee shall adopt rules governing the conduct of its business. A majority of the Committee is authorized to appoint a representative to act in its behalf. No member or representative shall be paid for his services.

7.02 The Committee shall approve in advance any construction proposed for any lot in the subdivision. The Committee shall determine whether the same meets the specific requirements of these protective covenants. In addition, and with limitation, the Committee shall have the right to approve the type and size of the proposed structure, the quality of the materials and workmanship, the harmony of the external design in relation to existing structures, and the location with respect to the topography of the property. The Committee shall formulate an established plan with regard to all such matters and shall make the same available to all lot owners. Construction shall meet the requirements of the Architectural Control Committee.

7.03 The Committee shall have the power in specific cases where, owing to special conditions, enforcement of one or more of these protective covenants will result in hardship to the lot owner, to make a special exception thereto, and may substitute other conditions therefore, so that the spirit of these protective covenants will be preserved.

VIII

GENERAL PROVISIONS

8.01 These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of the owners and developer, their successors and assigns, and all persons claiming by, through or under them, until January 1, 1991, after which time they shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the Association and by a majority of the lot owners in the subdivision has been recorded, agreeing to a change therein in whole or in part.

8.02 The protective covenants may be amended at any time after September 1, 1978, by an instrument signed by the Association, together with a majority of the lot owners in the subdivision.

8.03 These protective covenants may be enforced by the developer or the Association or by the owner of any lot in the subdivision either by proceedings for injunction or to recover damages for breach thereof or both. When additional units are platted by the developer, the owners of lots in the subdivision shall have standing to enforce the protective covenants applicable to the subsequent units, which shall be similar to but need not be identical to these protective covenants. Likewise, the property owners in such additional units shall have standing to enforce the restriction, covenants and conditions herein contained. However, only the developer, the Association, or their assigns may file suit to collect any of the assessments or sums mentioned in Sections V and VI above or to enforce the foreclosure of any lien therein granted. Any suit hereunder shall be filed in any court of competent jurisdiction with venue to Bell County, Texas.

8.04 Anyone who has executed a contract to purchase any lot in the subdivision shall be deemed for all purposes hereunto to be the owner of such lot if he has under such contract the right of possession of such lot, whether or not such right is conditional or limited.

8.05 The developer reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office location, and the right to place a sign or signs on any unsold lot. No lot in the Association owned by the developer shall be subject to the assessment by the Association, without the consent of the developer.

8.06 If any provision of portion of these protective covenants shall be declared (invalid) by judgment, court order or otherwise, it shall not affect or invalidate any other provisions or portion thereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof or invalidate such provision or provisions.

EXECUTED THIS 1ST DAY OF OCTOBER, 1976.

ATTEST:

WOODLAKE DEVELOPMENT CO.

(signed) Ann Broady
Secretary

BY: (signed) Henry V. Broady
Henry V. Broady, President