

NOV 14 1978

153904

Data Recorded 11/15/78

THE STATE OF TEXAS X
COUNTY OF BRAZOS X

CORRECTION

RESERVATIONS AND RESTRICTIONS

OF

WOODLAKE SUBDIVISION, SECTION ONE

FRANK BORISKIE

County Clerk, Brazos County, Texas
By *Frank Boriskie*

WHEREAS, WELLBORN DEVELOPMENT CORPORATION, hereinafter called "Wellborn" is the owner of all that certain tract of land in Brazos County, Texas, a subdivision designated as Woodlake Subdivision, Section One, according to the ^{revised} map of plat thereof filed with the County Clerk of Brazos County, Texas; on this 23rd day of October, 1978, under County Clerk file number 152734

to which reference is here made for a more detailed description of said tract of land and for all purposes; and,

WHEREAS, Wellborn desires the development of said tract of land to be for the mutual benefit and pleasure of the present and future property owners in such subdivision and to protect the property values therein by imposing upon and against all of said lots therein the reservations, restrictions and other provisions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Wellborn does hereby make, adopt and establish the reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, hereinafter set forth as applicable to the parcels in Woodlake, First Installment, a subdivision in Brazos County, Texas, according to the map or plat filed in the office of the County Clerk of Brazos County, Texas. Said map or plat has been duly authenticated with proper certificates dedicating only the use of the streets shown thereon, and not designated as private by the letters "Pvt.", to the public for ordinary roadway purposes, subject to the reservations, restrictions and other provisions herein contained to the same extent as though copies at length in said dedication certificate, and said map or plat is subject only to such minor changes as, in the judgment of Wellborn are necessitated by the efficient installation of improvements.

DEFINITIONS

As used in this document the following terms shall have the following definitions:

- 1) Wellborn shall mean Wellborn Development Corporation, its successors and assigns.
- 2) "Subdivision" shall mean Woodlake, First Installment.
- 3) "Owner" shall include any present or subsequent record owner of any parcel in the subdivision or any part thereof or any interest therein, the purchaser of any such parcel or part thereof or any interest therein under a contract of sale and any lessee occupying any parcel or any part thereof.
- 4) "Recording Date" shall mean the date upon which this document is filed of record with the County Clerk of Brazos County, Texas.
- 5) "Parcel" shall mean the plots of land in this Subdivision as shown on the plat filed of record with the Clerk of Brazos County, Texas, as of the Recording Date, and in addition, any part of any of those plots that is, by whatever means, conveyed, transferred, or leased by an owner thereof.
- 6) The "Committee" shall mean the Architectural Control Committee, its successors and assigns.

RESERVATIONS (Easements)

In so authenticating said map or plat for record and in so dedicating the use of the streets (whether such streets are referred to as drives, avenues, roads, lanes, ways, boulevards or streets) as shown thereon to the public for ordinary roadway purposes only, there was reserved and there is hereby expressly reserved in Wellborn the following rights, titles and easements (hereinafter collectively called "Reservations"), which Reservations shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of Wellborn conveying any property in the Subdivision or any part thereof:

- (1) The legal and fee simple title in and to each and all of said streets as shown on said map or plat is hereby reserved in Wellborn subject to the limited dedication of the use of streets, not marked as private by the letters "Pvt.", to the public for ordinary roadway purposes only.
- (2) Wellborn reserves for itself, its successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm and gas pipes, mains and conductors and all appurtenances thereto pertinent to the operation of waterworks, sanitary sewer, storm sewer and drainage systems; and pertinent to the operation of gas distribution systems and such electric distribution and communication lines, wires, conduits, and appurtenances thereto pertinent to the operation of electric distribution and communication systems as it or they may from time to time desire, in, along, under, over, across and through all of the streets, both public and private, in the Subdivision. Such pipes, mains, conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.
- (3) Wellborn reserves for itself, its successors and assigns, title in and to all water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors, and all appurtenances thereto and all electric distribution and communication lines, wires, conduits and all appurtenances thereto constructed by Guardian or its agents in all of said streets in the Subdivision, together with a perpetual easement to operate, maintain, inspect, repair, reconstruct, change the size of and remove such pipes, mains, conductors, lines, wires, conduits and appurtenances thereto, as it or they may from time to time desire.
- (4) Wellborn reserves for itself, its successors and assigns, a perpetual utility easement in, along, under, over, across and through a ten (10) foot strip around the entire perimeter of each parcel in the Subdivision, which strip shall be measured from the property line of each parcel inward. With respect to such easement, Wellborn shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitations of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipes, mains, conductors and all appurtenances thereto and electric distribution and communication lines, wires, conduits poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress thereto. The utility easements hereby reserved are easements ten (10) feet wide at and below normal ground level and extending upward to a plane twenty (20) feet above the ground, and from said plane and easements twenty feet wide, extending five feet in width adjacent to and on both sides of the utility easements on each parcel. Wellborn further reserves the exclusive right to grant franchises and easements to other utility owners to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines in such utility easements. Such utility easements are not dedicated to the public in any manner.
- Wellborn further reserves for itself, its successors and assigns, a perpetual drainage easement that shall be co-

extensive with the above described ten foot utility easement.

Wellborn further reserves for itself, its successors and assigns, a perpetual electrical utility easement located along all streets, both public and private, in the Subdivision: said electrical easement shall be ten feet wide at ground level and extend upward to a plane twenty (20) feet above the ground and from said plane and upward the easement is twenty (20) feet wide.

Wellborn further reserves a twenty (20) foot Bridle Path around the outer limits of the Subdivision and reserves to itself the right to cut timber, brush and grass in this easement. This easement along with other easements are reserved for the use of all property owners and no fence or other obstruction may be constructed thereon. Said easement shall be used for horses and approved emergency vehicles only.

Neither Wellborn, any utility company, nor any other successor or assign, using the easements heretofore described shall be liable for any damages done by them or their assigns, agents, employees or servants to shrubbery, trees, or flowers or other property situated in the part of the parcel of land conveyed by such utility easements.

(5) Wellborn reserves for itself, its successors and assigns the right to make minor changes in and additions to the utility easements heretofore described for the purposes of more efficiency and economically installing the improvements.

(6) The conveyance by Wellborn of any parcel in the Subdivision by contract, deed or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains, or any other utility or appurtenances thereto constructed by its agents, in, along, under, through, over, across or upon such easements, such property, or any part thereof or such streets, to serve the Subdivision, any part thereof, of any other Section of Woodlake. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities, and appurtenances is expressly reserved in Woodlake.

The foregoing reservations of rights and easements shall not obligate Wellborn to exercise any of such reserved rights and easements.

The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, or any sentence, clause or part thereof shall not affect the remaining Reservations or sentences, clauses or parts thereof, which shall remain in full force and effect.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of Woodlake, as a district set aside for residential homes and certain other uses accessory thereto, the following restrictions, including without limitation restrictions,

covenants, declaration, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the parcels in Woodlake. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in any such parcel.

Building and Construction Restrictions

- (1) Except as herein provided, each parcel in the subdivision shall be used only for non-commercial residential and recreational purposes. Only single family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any parcel in the Subdivision: hospitals, clinics, rest homes, duplex houses, apartment houses, garage apartments, mobile homes, hotels, or any retail, wholesale, or other business or commercial establishment of any kind. However, a property owner may rent his single family house or houses from time to time.
- Lot Six (6) of said subdivision may be used for commercial purposes, however, any building erected thereon and the use of the property from time to time shall be subject to the control of the architectural control committee as hereinafter provided.
- (2) No residence shall be constructed on any parcel that has an underroof living area of less than 1500 square feet, excluding porches, garages, patios and the like.
- (3) Only one single family dwelling and appurtenances thereto such as garages, sheds, barns, and the like, may be placed or constructed on each of the parcels as platted as of the recording date; provided, however, that one, and no more, single family dwelling and its appurtenances may be placed or constructed within each subdivided lot.
- (4) No building or structure, except fences, shall be located on any parcel nearer to the front property line than 50 feet, or nearer to either side of the property line than 25 feet or nearer to the back property line than 50 feet. The front side of the parcel is that side which abuts a street. Parcels that abut on two streets shall be deemed to front on both streets.
- (5) Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of 18-inch diameter pipe culvert, or such larger diameter as the committee shall require.
- (6) No building material of any kind or character shall be placed or stored upon any parcel more than 30 days before construction of a building or improvements are commenced, and then such material shall be placed within the building lines

as established above. At the completion of such building or improvements, such excess or scrap material must be immediately removed from the premises.

- (7) No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any parcel shall be placed on any other parcel, or on streets or easements.
- (8) Exposed openings resulting from any excavation made of any parcel shall be backfilled and the disturbed ground shall be leveled. No change of elevation on any parcel greater than five (5) feet shall be made without the approval of the Committee.
- (9) No residential dwelling shall be built without a State of Texas approved septic tank or other sewage disposal system that is so approved.

- (10) Underground electric service may be available to parcels in the Subdivision. If such service is made available to a parcel and an owner of such parcel desires to use such service, such owner shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local government authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on such owner's structure to the point of attachment at the electric company's energized secondary junction boxes, said point of attachment to be made available by the electric company at a point designated by the electric company at the property line of each parcel. The electrical connection at said point of attachment and at the meter. In addition, such owner shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the residence constructed on such owner's parcel. For so long as underground service is maintained, the electric service to each parcel shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

General Restrictions

- (1) No noxious or offensive trade of activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No commercial activity of any kind shall be conducted on any parcel in the Subdivision; "Commercial Activity" shall include without limitation the offering for sale of any product or service of the manufacture or growth of any product, for purposes of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise.

- (2) No animals, livestock, or poultry of any kind shall be raised for commercial use. Each tract shall be allowed one animal unit per acre or fraction of an acre. One animal unit is defined as:

1 cow = 1 a u
1 horse = 1 a u
1 sheep or goat = 1 a u
1 poultry = $\frac{1}{2}$ a u

There will be no swine allowed at all. Poultry must be caged and cannot be kept within 50 feet of any property line. \

- (3) No sign, except signs advertising property for sale or rent (not exceeding 5 square feet in size), advertisement billboard, or advertising structure of any kind may be erected or maintained on any parcel without the consent in writing of the Committee. Wellborn or members of the Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any parcel without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.
- (4) No part of the Subdivision shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste materials shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (5) Owners shall not permit the accumulation of trash, rubbish or other unsightly obstacles on their parcels or on the easements, or on the alley or the streets abutting the same. Each Owner shall be responsible for proper disposition of his trash and garbage. Owners shall keep the drainage easements free of obstructions.
- (6) After commencement of construction of any structure or improvement, the work thereon shall be diligently prosecuted to the end that the structure or improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
- (7) All fencing within 75 feet of any road in the Subdivision, running parallel to the right-of-way of such road or substantially parallel thereto, shall be of such size, design, material and color as is specifically approved by the Committee.
- (8) No act may be performed which is likely to pollute the air or water in any part of the Subdivision. Nor may any property owner violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City.
- (9) No firearms may be discharged in the Subdivision or on any parcel or any easement.

Architectural Control

There is hereby created the Architectural Control Committee which shall consist of three members. The initial Architectural Control Committee is composed of:

Warren C. Harmon
James E. Jett
Frank Thurmond, Jr.

A majority of the Architectural Control Committee may designate representatives to act for it. In the event of the death or resignation or failure to serve by any member of the Committee, the remaining members shall have full authority to designate a successor, or if they cannot agree on a successor, First National Bank of Bryan, its

successors and assigns, shall designate a successor. Neither the members of the Committee nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After fifteen (15) years from the date of this instrument, or at such earlier time as the majority of the Committee shall determine the power to designate members of the Architectural Control Committee will automatically pass to the residents of the subdivision. The Committee's approval or disapproval as required by the Restrictions shall be in writing.

No improvement of any kind shall be erected, placed or altered in the exterior design after being erected or placed on or attached to any parcel in the Subdivision until the construction plans, landscaping plans, or other plans, specifications and a plot plan showing the location and size of such improvement has been submitted to the Committee, or its designated representative as to the harmony of external design with the existing structures on parcels in the Subdivision, as to type of exterior materials and exterior paint colors, as to quality of workmanship and materials, and as to locations with respect to topography and finished ground elevations, and compliance with all applicable provisions of this document, and general compatibility within the Subdivision. Improvement as used herein shall be held to include, but not limited to, buildings, fences, porches, decks, walls, swimming pools, water wells, playground equipment, outdoor cooking or eating facilities of a permanent nature, barns, silos, cages, sheds, streets, alleys, excavation and other earth movement. The committee may require a reasonable fee for performing the functions herein prescribed and may disapprove plans, specifications, designs and plot plans for failure to pay such fee. Such fees shall be used by the Committee to discharge actual expenses incurred by the Committee. After approval in writing has been given, the erecting, placing or altering of the improvements on any parcel shall be made only in accordance with the approved plans, specifications and plot plans, unless variations or changes are also approved.

in the same manner. The Architectural Control Committee, in its discretion, may exercise the limited right to approve minor deviations in building area, locations, facing of dwellings and setback in instances where, in its opinion, such deviation will result in a more commonly beneficial use. Such approval shall be filed in the Deed Records of Brazos County, Texas, and when so given and filed, shall be deemed to become a part of these Restrictions.

Neither Wellborn, the members of the Architectural Control Committee or its representative, their successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of any parcel affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every owner or lessee of any parcel within the property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Wellborn, the members of the Architectural Control Committee, or its representative, to recover any such damages.

RE-SUBDIVISION

Any lot may be resubdivided into smaller lots of not less than two (2) acres each, under then existing regulations affecting subdivisions in Brazos County, Texas.

MISCELLANEOUS PROVISIONS

1. The foregoing Restrictions are adopted as part of and shall apply to each and every parcel in Woodlake. Such Restrictions are equally for the benefit of Wellborn, its successors and assigns, and for the benefit of all subsequent owners of parcels in Woodlake and accordingly, shall be covenants running with the land. Any owner or lienholder of any of the property shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and to

recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions.

2. The term of the Restrictions shall be for a period from the filing of this instrument for record in Brazos County, Texas, until the 1st day of January, A.D.. 1991, after which date such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until, by instruments executed by the then record owners of a majority of the parcels in Woodlake and duly recorded in Deed Records of Brazos County, Texas, such Restrictions are altered, rescinded, modified or changed, in whole or in part.

3. Nothing contained in this document nor any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the Subdivision or any portion thereof.

4. Any and all rights, powers and reservations of Wellborn herein contained may be assigned to any person, corporation or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Wellborn herein. The term "Wellborn" as used in this document includes all such assignees and their heirs, successors and assigns.

5. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquires an interest in the property.

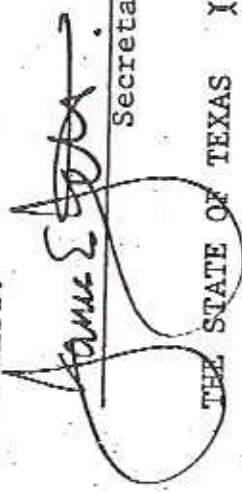
6. Wellborn reserves the right to make minor deviations from

the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.

The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way effect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

Dated this the 25th day of July, 1978.

ATTEST:


Secretary

THE STATE OF TEXAS X
COUNTY OF BRAZOS X

WELLBORN DEVELOPMENT CORPORATION

By: 
Frank Thurmond, President

BEFORE ME, the undersigned authority, on this day personally appeared Frank Thurmond, President of WELLBORN DEVELOPMENT CORPORATION, a corporation, 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 consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of November, 1978




Notary Public in and for
Brazos County, Texas

"The foregoing Correction Reservations and Restrictions are filed to ~~cancel~~ ^{cancel} these filed for record on the 27th day of July, 1978, recorded in Volume 404, Page 577, Deed Records of Brazos County, Texas, by inserting Page 7a, which was inadvertently omitted therefrom."