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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TAYLOR:

That this Declaration, made on the date hereinafter set forth by Woodlake Properties, a joint venture, hereinafter referred to as "Declarant", being the owner and developer of all that certain tract or parcel of land lying and being situated in Taylor County, Texas, and described as follows:

Being all of Section 2, WOODLAKE ADDITION  
to the City of Abilene, in Taylor County, Texas.

which tract, or parcel of land has heretofore been by Declarant subdivided and platted into streets, utility easements, and lots into a residential subdivision under said name, as shown by said plat, of record in the office of the County Clerk of Taylor County, Texas:

WITNESSETH:

WHEREAS, it is the desire of the Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon WOODLAKE ADDITION, SECTION II, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall insure to the benefit of each owner thereof.

ARTICLE I

Restrictions, Exceptions, and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon and such Subdivision Plat, further establishes certain

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restrictions applicable to the Properties, including, without limitations, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically installing the improvements.

Section 3. Declarant reserves the right, during installation of paving of the streets as shown on the Subdivision Plat, to enter onto any lot or lots for the purpose of disposing of street excavation, including the removal of trees, if necessary, whether or not the lot or lots have been conveyed to and/or contract for any other owner or owners.

Section 4. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants; to fences, shrubbery, trees or flowers on any other property of the owner situated on the land covered by said easements.

## ARTICLE II

### Use Restrictions

#### Section 1. Land Use and Building Type

A. Residential Lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) single-family dwelling, a detached or an attached garage or carport for not less than two (2) nor more than four (4) cars; and no garages or carports which are closer than 60 feet to the front property line shall face and open at less than a 90 degree angle to the front property line. Bona fide servants' quarters shall be permitted, which structures shall not exceed the main dwelling in height or number of stories and such structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

B. Residential Nature of Improvements. No lot may be used for duplex houses, garage apartments, or apartment houses; and no lot shall be used

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for business or professional purposes of any kind, nor for any commercial or manufacturing purposes, except that a single family residential unit may be constructed on any lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any lot within said subdivision, without written permission of the Declarant.

Section 2. Architectural Control. No improvements of any kind or character whatsoever shall be erected or the erection thereof begun, or change made in the exterior design thereof after original construction, of any residential lot in the subdivision until the complete plans and specifications and a plot plan showing the location of the structure have been approved by the Declarant or his Agent in accordance with the following procedure:

1. Two (2) complete sets of plans and specifications shall be delivered to the Declarant. Such plans and specifications shall be reviewed as to quality of design, workmanship and materials, harmony with exterior materials, and design with existing and approved structures, and location with respect to topography and finish grade elevations. Such approval is to be based on the applicable requirements and restrictions set out herein.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications and modifications will be prepared for the countersignature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

3. If found not to be in compliance with these Restrictions, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

4. If no action is taken on plans and specifications within fifteen (15) days after their delivery to the Declarant, they shall be deemed approved on the 15th day after such delivery.

5. The Declarant may require payment of a cash fee, not to exceed \$50.00 to partially compensate for the expense of reviewing plans and specifications, at the time they are submitted for review.

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6. This covenant of approval of plans and specifications of any dwelling to be erected shall be a covenant running with the land, but shall cease and terminate five (5) years from the date hereof, unless Declarant has filed an instrument for record in Taylor County, Texas, continuing said covenant for such additional time as Declarant may deem necessary.

Section 3. Dwelling Size. The total living area of the main residential structure on any lot, exclusive of open porches, breezeways, garages and servants' quarters, shall not be less than 2,000 square feet. In the case of a two story, the first story shall not be less than 1,400 square feet.

Section 4. Type of Construction and Materials.

(a) No residence shall have less than 75 percent masonry construction or its equivalent on its exterior wall area, unless approved in writing by Declarant. "Masonry Construction" as used herein shall mean only brick, stone or stucco.

(b) No external roofing material other than wood shingles or built-up tar and gravel shall be constructed or used on any building in any part of the properties without the written approval of the Declarant.

(c) All residential structures on any lot must include a built-in trash compactor.

(d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the properties without the written approval of the Declarant.

Section 5. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden.

Section 6. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the properties as in its sole discretion may be necessary or convenient while selling

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lots, selling or constructing residences and constructing other improvements upon the properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs and portable toilet facilities. The Declarant may use a residence as a temporary sales office. No garage, servants' quarters or other permitted accessory structure shall be erected, placed or maintained on any lot until construction of the main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened or concealed (subject to all required approvals as to architectural control) from view of neighboring property, pathways, or streets.

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Section 7. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any lot other than one sign for sale purposes that would exceed six square feet of area. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as might be deemed necessary for the purpose of promoting the sale of lots.

Section 8. Oil and Mining Operations. No oil drilling or development operation, soil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 9. Storage and Disposal of Garbage and Refuse. No garbage or trash shall be placed on the exterior of any building, except in sanitary containers constructed of metal or plastic materials with sanitary covers and shall be screened from public view. The placement, maintenance and appearance of all such containers shall be subject to reasonable rules and regulations of the Declarant.

If it is necessary to place garbage or trash on or near the street for collection, then such placement will take place during daylight hours

and empty containers will be removed as soon as reasonably possible and in no case shall they remain in the front of a residence after dark.

No open fires or burning of trash, refuse or any other materials shall be permitted on any lot under any circumstances. The foregoing does not preclude the use, in customary fashion, of outdoor residential barbecues or grills.

Section 10. Walls and Fences. No walls or fences shall be erected or maintained nearer to the front of any lot than the front building line. All walls and fences on any lot must be at least six feet tall and must be of ornamental iron, wood or masonry construction. All fences must be approved by Declarant. Declarant may approve the installation of chain link fences to enclose swimming pools located anywhere on a lot provided the fence is not visible from the street.

Any wall, fence or hedge erected as a protective screening on a lot by Declarant shall pass ownership with title to the property and it shall be the owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the owner or occupant of any lot in maintaining said protective screening and such failure continuing after ten (10) days written notice thereof, Declarant may at his option, without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cause said protective screening to be repaired or maintained or to do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a condition and may charge owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

Section 11. Lot Maintenance. The owner or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or other facilities where the rear yard portion of the lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from view: the drying of clothes, yard equipment, wood piles or storage piles

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which are incidental to the normal residential requirements of a typical family.

Section 12. Unlicensed Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision and no motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted in the subdivision, if they are a nuisance by reason of noise or manner of use in the sole judgment of Declarant.

Section 13. Septic Tank. No septic tank may be installed on any lot which is served by a central sanitary sewer system.

Section 14. Pets. No horses, cows, hogs, poultry, or livestock of any kind shall be raised, bred, staked, pastured or kept on any lot, except that not more than a total of three (3) dogs, cats or household pets may be kept provided they are not kept or bred for any commercial purposes. Should such pets become a nuisance in the opinion of the Declarant, they must be removed from the premises and subdivision. No pets of any kind or character shall be allowed to run at large in the above addition, but shall be kept on the owners' premises and enclosed within a fence thereon.

Section 15. General. (a) No exterior television, radio, or other antenna of any type shall be placed, allowed, or maintained upon any lot without prior written approval and authorization of the Declarant. (b) On street parking is restricted to approved deliveries, pickups or short time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by Declarant.

### ARTICLE III

#### General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, and shall automatically be extended for successive ten (10) year periods provided, however, that they may be terminated at the end of the thirty (30) year period or on the commencement of any successive ten (10) year period, by filing for record in the office of the County Clerk of Taylor County, Texas, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority

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of the lots in the subdivision. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any other lot owner to procecute the proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violations. But, no such violation, nor any proceeding to abate same or to enforce these restrictions shall, in any way, affect or impair any bona fide mortgage or lien on any of such property. The Declarant reserves the right to enforce these restrictions, or to make any changes that he deems necessary.

Section 2. Severability. Invalidation of any of these covenants by judgment or further court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

EXECUTED this 21st day of September, 1978.

WOODLAKE PROPERTIES, a Joint Venture,  
By: SOUTHWEST SAVINGS & LOAN ASSOCIATION  
By: [Signature] President

ATTEST:

[Signature]  
Assistant Secretary

ACKNOWLEDGEMENT

THE STATE OF TEXAS:  
COUNTY OF TAYLOR :

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared L. A. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SOUTHWEST SAVINGS & LOAN ASSOCIATION, a Corporation, acting as the managing venturer of WOODLAKE PROPERTIES, a Joint Venture, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of September, 1978.

[Signature] BRENDA YOUNG  
Notary Public, Taylor County, Texas

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STATE OF TEXAS  
COUNTY OF TAYLOR } DEED RECORDS  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Taylor County, Texas, as stamped hereon by me.

[Signature]  
County Clerk,  
Taylor County, Texas

FILED FOR RECORD  
2 O'CLOCK 50 MIN PM

SEP 22 1978

MRS. CHESTER HUTCHESON  
County Clerk, Taylor County, Texas  
[Signature] Deputy