

**RESTRICTIVE COVENANT AGREEMENT**2  
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THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This Agreement, made this 25th day of May 2006, by and among the undersigned WOODLAND LAKES CIVIC CLUB, INC.;  
WHEREAS; the undersigned are the respective owners of the following described contiguous and adjoining tracts of land:

All lots in the Subdivision of Woodland Lakes, a subdivision in the  
D. C. Dixon and S. H. Huston survey, Montgomery County, Texas.

WHEREAS, this restrictive covenant agreement is effective on all members of the Woodland Lakes Civic Club, Inc., pursuant to a simple majority poll of the voting members of Woodland Lakes Civic Club, Inc., on this 25th day of May, 2006.

WHEREAS, it is the desire and intention of all of the parties hereto to restrict said land according to a common plan as to use and permissible construction, so that all of said lands shall be benefited and each successive owner of all or part of said lands shall be benefited by the preservation of the value and the character of said lands.

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall insure to the benefit of each owner thereof.

**USE RESTRICTIONS****Type of Buildings permitted**

**1.01.** All lots shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling. Every structure or addition shall be approved in

writing by the Civic Club prior to construction. Civic Club permits will be issued after County building permits have been obtained. All building shall be completed within twelve (12) months from the start of construction.

#### **Minimum Floor Area**

**1.02.** Any single story residence constructed on said lots must have a ground floor area of not less than 1000 square feet of ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than 1,000 square feet of ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

#### **Exterior Walls and Roofs**

**1.03.** No structure shall have tar paper, aluminum (except aluminum siding normally used on residences), corrugated iron, roll brick siding or similar materials on the exterior walls or roof. Roofing material shall be asphalt shingles or their equivalent, excepting only small utility buildings whose sizes are 12' x 12' or smaller.

#### **Setbacks**

**1.04.**

- a. No building in sections 1, 2, 3, 4, 5 and 6 shall be located nearer than 35 feet of any of the front lot lines or nearer than 10 feet to any side lines of said lot.
- b. No building in section 7 and 8 shall be located nearer than 50 feet of any of the front lot lines or nearer than 20 feet to any side lines of said lot or nearer than 50 feet of any of the back lot lines. All utility buildings or sheds are to be built to the rear of each lot.
- c. For the purpose of this covenant - eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be constructed to permit any portion of the building on any lot to encroach upon another lot.

#### **Prohibited Residential Uses**

**1.05.** No structure of a temporary character - trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

**Trucks, Buses and Trailers**

**1.06.** No truck, bus, or trailer shall be left parked in the street in front of any lot except for construction or to repair equipment while a residence or residences are being built in the immediate vicinity. No resident shall store a camper, recreational vehicle, truck, bus, boat, or trailer for any person outside the subdivision.

**Rubbish, Trash and Garbage**

**1.07.** No lot shall be used or maintained as a dumping ground or burning site for rubbish, trash or used building materials and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Burning of leaves and branches is permit under safe burning conditions

**Signs**

**1.08.** "For Sale" signs shall be restricted to one placed on or about the lot and no other sign shall be placed anywhere in the subdivision.

**Re-subdivision or Consolidation**

**1.09.**

- a. No lot shall be subdivided to contain less than 20,000 square feet. The subdivided lot will be in compliance with all other restrictive covenants.
- b. No structure of any type shall be moved into the subdivision except utility buildings. The structure of the utility building will be in compliance with restrictive covenant 1.03.

**Easements**

**1.10.** No lot owner shall give, grant, sell or convey any part of said premises to give access to adjoining lands outside of the boundary lines of the subdivision.

**Noxious or Offensive Activities**

- 1.11.** 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.

**Maintenance Fees**

- 1.12.** All owners of property agree to pay to Woodland Lakes Civic Club, Inc., a maintenance fee or such other additional fees that may be deemed necessary by the Board of Directors of the Civic Club to provide for maintenance, repair, and improving the parks, lakes, roads and common property of the subdivision. If the structure on the lot is rented, the landlord shall be responsible for payment of maintenance fees.

**Sewage Disposal****1.13.**

- a. No privies or outside toilet facilities shall be maintained on any lot.
- b. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located, and constructed in accordance with the requirements, standards, approval, and recommendations of State and local Department of Health. The sewage disposal system shall be maintained by the lot owner in a proper sanitary condition. All plumbing and drains must be connected with water tight septic tanks or approved construction. No septic tanks or any outlet shall drain into ditches (open or closed) or gullies, or any other waterway.

**Water Supply**

- 1. 14.** A central water system shall supply water to residences in Section 1, 4, 5 and 6 only.

**Oil Development and Mining**

- 1. 15.** No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot.

**Animals****1.16.**

- a. No animals, livestock, or poultry of any kind shall be raised, bred or kept in sections 1, 4, 5, and 6 except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- b. No animals of any kind shall be raised, bred, or kept in sections 2, 3, 7, and 8 containing less than one acre, except that cows, horses, and fowls may be kept as long as they are quartered in such a way as not to become offensive to the neighborhood, provided that they are not kept, bred, or maintained for any commercial quantities and purposes.

**Prohibited Activities**

**1.17.** No professional, business or commercial, including but not limited to day care centers, to which the general public is invited shall be conducted on any lot.

**Firearms**

**1.18.** No firearms of any kind are to be carried or discharged on the premises or within the subdivision except for protection of life and property.

The foregoing restrictions shall apply to all owners of property within the Subdivision and shall be binding upon the owner, his heirs, assigns or any person claiming upon them.

Woodland Lakes Civic Club, Inc., reserves the right to make such reasonable changes or additions to these restrictions as Woodland Lakes Civic Club, Inc. may deem reasonably necessary or desirable, subject to a simple majority poll of the voting members of Woodland Lakes Civic Club, Inc.

The members polled, shall be those present for the purpose of voting on the restrictions and mail in ballots and proxy votes. Voting members shall be notified thirty (30) days in advance of any proposed change, addition or deletion of the restrictions.

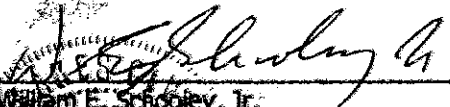
The Board of Directors or their nominees shall be the judges in all voting matters concerning changes, additions, or deletions of these restrictions.


These amended restrictions and covenants for Woodland Lakes Subdivision are made in lieu of the restrictions recorded in Volume 842, pages 161, Volume 1075, pages 142, 143, and 144, and Volume 602, pages 162 and 163, and Volume 734, pages 868 and 869 and any other restrictions as might be recorded in the Deed Records, Montgomery County, Texas.

IN WITNESS WHEREOF, the Woodland Lakes Civic Club, Inc., hereto have executed This Agreement on the day and year first above written.

EXECUTED this the 25 day of May, 2006

WOOD LAKES CIVIC CLUB, INC.

  
By: William E. Schooley, Jr.  
Title: President

ATTEST:  
  
By: Shawn Hays  
Title: Secretary-Treasurer

After recording, Return to:

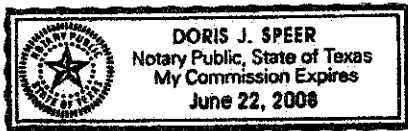
Woodland Lakes Civic Club, Inc.  
PO Box 255  
Magnolia, Texas 77355

The State of Texas §  
§  
County of Montgomery §

Before me, the undersigned, a Notary Public on this day personally appeared William E. Schooley, Jr., President of Woodland Lakes Civic Club Association, 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 Woodland Lakes Civic Club Association, a corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

(SEAL)



*Doris J. Speer*  
Notary Public, State of Texas  
Doris J. Speer  
(Printed Name)

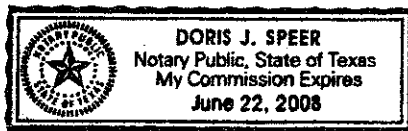
My commission expires 6-22-2008

The State of Texas §  
§  
County of Montgomery §

Before me, the undersigned, a Notary Public on this day personally appeared Shawn L. Hays, Secretary-Treasurer of Woodland Lakes Civic Club Association, 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 Woodland Lakes Civic Club Association, a corporation, and that she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

(SEAL)



*Doris J. Speer*  
Notary Public, State of Texas  
Doris J. Speer  
(Printed Name)

My commission expires 6-22-2008