

VOL 912 PAGE 226

#5775

DECLARATION, RESERVATIONS, CONDITIONS, EASEMENTS, AND  
RESTRICTIONS AFFECTING WOODRIDGE PARK, A SUBDIVISION  
IN LIBERTY COUNTY, TEXAS

THE STATE OF TEXAS S

COUNTY OF LIBERTY S

This Declaration made on the date hereinafter set forth  
by WOODWAY LAND COMPANY, INC., hereinafter referred to as "DEVELOPER",

W I T N E S S E T H :

THAT, WHEREAS, Woodway Land Company, Inc. is the Owner of  
that certain tract of land located in the Joseph Dugat Survey, A-175,  
Liberty County, Texas, described by metes and bounds in "EXHIBIT A"  
and shown on plat thereof prepared by James O. Belcher, Registered  
Public Surveyor, marked "EXHIBIT B" both of which Exhibits are attached  
hereto and made a part hereof for all purposes, and which said tract  
shall be designated as "WOODRIDGE PARK" Subdivision for description  
purposes; and

WHEREAS, Developer will convey the above described land  
in separate lots or tracts, subject to certain protective covenants,  
conditions, restrictions and easements:

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

ARTICLE 1

RESERVATIONS AND EASEMENTS

Section 1. Developer reserves the exclusive right to construct  
and maintain, or cause to be constructed and maintained, in over,  
upon, along and under a ten (10') foot utility easement adjoining  
the East right-of-way line of Farm to Market Road 1409 and the West  
line of the subject tract of land, all pipes, conduits and appur-  
tenances necessary and proper for the maintenance of a system for the  
distribution of the domestic water, to serve the residents of said  
subdivision. In such connection and in order to perform any and all  
functions of Developer that in the Developer's opinion is necessary  
to further or complete the development of Woodridge Park, Developer  
reserves the right to come upon and across any of said land at all  
reasonable times.

Section 2. Neither Developer nor any utility company using the  
easements herein referred to shall be liable for any damage done by  
them or their assigns, their agents, employees or servants, to shrub-  
brey, trees, flowers or other property situated on the land covered  
by said easements.

Section 3. It shall be expressly agreed and understood that  
the title conveyed by the Developer to any lot, tract, or parcel of  
land in Woodridge Park by Contract, Deed or other conveyance shall  
not in any event be held or construed to include the title to any of  
the instrumentalities construed by Developer or any utility company  
along any of said streets or easements for the purpose of providing  
water, gas, storm sewer, electric power, telephone communications or

VOL 912 PAGE 227

other utility, to serve any portions of the subdivision and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved by Developer.

Section 4. Developer reserves a ten (10') foot utility easement adjoining the East right-of-way line of Farm to Market Road 1409 and the West line of the subject tract of land, for the purposes of constructing and maintaining utilities of all types, including drainage. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

#### ARTICLE II

##### USE RESTRICTIONS FOR LOTS

Section 1. All lots shall be used for residential purposes only; and no building shall be erected, altered, placed on or permitted to remain on any lot other than one detached single-family dwelling. No commercial enterprise or business may be conducted on any lot or tract.

Section 2. Any single-story residence constructed on said lots must be of brick or wood frame construction and have a ground-floor area of not less than eighteen hundred (1800) square feet, exclusive of open-air screened porches, terraces, patios, driveways, carports and garages.

Section 3. That Developer reserves the right to provide for a system of distribution of domestic water to serve residents of Woodridge Park Subdivision, and for such purpose to charge a reasonable 'tap-on' fee and also to set and charge reasonable rates for water provided through said system.

Section 4. No mobile home or pre-manufactured home may be placed on any lot or tract within the said Woodridge Park Subdivision. No house may be moved on to any lot or tract from another location.

Section 5. No home may be constructed or placed upon any lot unless it has complete sanitary facilities, including among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, all with running water; and all such facilities must be connected to the lot owner's private sewage system in conformity with state and local health regulations. The Developer, his successors and assigns, does not assume (and will never assume) the obligation for constructing a sanitary sewerage system for said subdivision, and each owner of each lot shall have the sole responsibility to construct its own sewerage facilities and same must be in strict compliance and under permit of the State and County Health Departments or other regulatory agency. No outside toilets may be constructed on any lot.

Section 6. No home shall be located on any lot or tract so that the walls are closer than seventy-five (75') feet from the East right-of-way line of Farm to Market Road 1409, nor may such walls be located closer than five (5') feet from the North or South line of any lot or tract.

Section 7. The construction of any improvements on any lot shall be completed within nine (9) months from the commencement of construction, unless an extension in such time is granted in writing by the Developer, and no structure shall be deemed to be completed until its exterior is painted and otherwise finished in a reasonable manner.

VOL 912 PAGE 228

Section 8. Reasonable plans depicting the proposed construction of a residential structure and/or any addition to a residence on a lot shall be submitted to the Developer prior to commencement of construction, so that the Developer may determine that such construction or placement is in conformity with this Declaration and approval must be given in writing.

Section 9. No structure of a temporary character, basement, tent, camping trailer, shack, garage, barn or other outbuilding shall be used at any time as a residence, except that such temporary shelters may be used for camping purposes by the lot owner and his family for periods not to exceed fourteen (14) consecutive days.

Section 10. No obnoxious, offensive, unlawful or immoral activity or use shall be made of any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 11. No spirits, vinous, malt liquors or medicated bitter capable of producing intoxication shall be sold or offered for sale on any lot.

Section 12. No fence or wall shall be placed, constructed or permitted to remain on any lot without the prior written approval of Developer.

Section 13. All lots, whether occupied or not, shall be maintained in a reasonably presentable manner; and no trash, garbage or other waste shall be kept upon any lot except in sanitary containers.

Section 14. All driveway culverts shall conform to any width and cover required or requested by the County or State and shall be constructed of a permanent-type material and installed before lot owner occupies lot.

Section 15. No automobile or automobiles shall be maintained on any lot unless the same shall be currently registered and licensed. No automobile or other vehicle shall be parked on subdivision streets which impede proper traffic flow. The commercial parking or garaging of vehicles of any type upon any lot shall be prohibited. All boats and travel trailers shall be parked, maintained or stored on any lot beyond the building setback line set forth in Section 6 above. No commercial tractor (truck) and/or trailer rigs, or equipment may be parked or stored on any lot.

Section 16. Building materials shall be stored upon any lot only in an orderly and neat manner, and only beyond the building setback line.

Section 17. The general principle of waste shall apply with regard to all lots so that the excavation of soil for removal to another site is prohibited, and the cutting of trees is restricted to the reasonable clearing of land for the construction of improvements, to remove dead or unsightly trees or for the thinning of trees to improve the growth of remaining trees, in keeping with sound conservation principles.

Section 18. All improvements placed upon any lot must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

Section 19. No lot may be re-subdivided in any fashion except than any person owning more than one lot may combine said lots into one homesite for building purposes.

Section 20. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. However, dogs, cats and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Developer, so long as they are not kept, bred or maintained for commercial purposes. No lot or tract shall ever be used for a commercial or public roadway or access to lands adjoining Woodridge Park Subdivision on the East thereof.

VOL 912 PAGE 229

## ARTICLE III

ENFORCEMENT

Section 1. The Developer, or any owner of any lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## ARTICLE IV

GENERAL

Section 1. Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in nowise affect any other provisions, all of which shall remain in full force and effect.

Section 2. The conveyance of all lots in Woodway shall be made subject to the prior reservations of oil, gas or mineral interests, and the existence of all rights of way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether or not expressly stated or contained in a Deed or Contract for Deed with reference to any of said lots.

EXECUTED this the 11<sup>th</sup> day of June, A.D., 1981.

WOODWAY LAND COMPANY, INC.

BY: Weldon W. Alders  
Weldon W. Alders, President

THE STATE OF TEXAS S

COUNTY OF Liberty S

BEFORE ME, the undersigned authority, on this day personally appeared WELDON W. ALDERS, President of WOODWAY LAND COMPANY, INC., 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.

Annie Mae Marek  
Notary Public in and for Liberty  
County, Texas.



ANNIE MAE MAREK, NOTARY PUBLIC  
State of Texas  
My Commission Expires 4-7-84

VOL 912 PAGE 230

"EXHIBIT A"  
"SURVEYOR'S FIELD NOTES"

BEING 30.09 ACRES OF LAND IN AND OUT OF THE JOSEPH DUGAT LEAGUE, ABSTRACT 175, AND THE THEODORE DORSETT LEAGUE, ABSTRACT 27, LIBERTY COUNTY, TEXAS. SAID 30.09 ACRES HEREIN DESCRIBED BEING ALL OF THAT CERTAIN 18.89 ACRE TRACT OF LAND IN AND OUT OF A 3321.13 ACRE TRACT IN SAID LEAGUES, AS DESCRIBED IN DEED OF RECORD IN VOLUME 910, PAGE 843 OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS. SAID 18.89 ACRES BEING THAT CERTAIN TRACT NO. 2 THEREIN DESCRIBED. AND IN ADDITION THERETO, A 11.2 ACRE TRACT ADJACENT TO AND CONTINUGOUS WITH THE SAID 18.89 ACRE TRACT. SAID 30.09 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at a 3/4" Iron Rod set in the existing right-of-way line of F.M. Highway 1409 and the Northwest corner of the heretofore mention 18.89 acre tract of land. Said point being the POINT OF BEGINNING of said 30.09 acres herein described.

THENCE: Along and around a curve to the left (the radius of which is 1869.86 feet) for a chord bearing of South  $26^{\circ}59'38''$  East a length of 234.42 feet, in a Southerly direction along the existing East right-of-way line of said F.M. Highway 1409, for a distance of 234.57 feet to a concrete right-of-way marker found for the termination point of said curve.

THENCE: South  $30^{\circ}35'16''$  East along the existing East right-of-way line of said F.M. Highway 1409 (same being the West line of said 30.09 acres herein described) for a distance of 169.37 feet to the beginning of a curve to the right, the radius of which is 5769.58 feet.

THENCE: Along and around said curve, in a Southerly direction, (along the existing East right-of-way line of said F.M. Highway 1409) for a distance of 293.70 feet to a concrete right-of-way marker found for the termination point of said curve.

THENCE: South  $27^{\circ}40'16''$  East along the existing East right-of-way line of said F.M. Highway 1409 (same being the West line of said 30.09 acres herein described) for a distance of 953.49 feet to the beginning of a curve to the left, the radius of which is 5689.58 feet.

THENCE: Along and around said curve to the left, in a Southerly direction, (along the existing East right-of-way line of said F.M. Highway 1409) for a distance of 284.67 feet to a concrete right-of-way marker found for the termination point of said curve.

THENCE: South  $30^{\circ}32'16''$  East along the existing East right-of-way line of said F.M. Highway 1409 (same being the West line of said 30.09 acres herein described) for a distance of 315.68 feet to the beginning of a curve to the left, the radius of which is 5689.58 feet.

Page 1 of "EXHIBIT A"

*James O. Belcher*

*Registered Surveyor*

*State of Texas*

VOL 912 PAGE 231

## "EXHIBIT A" CONT'D

THENCE: Along and around said curve to the left, in a Southerly direction, and at 153.36 feet pass the South line of the Joseph Dugat League, Abstract 175, and the North line of the Theodore Dorsett League, Abstract 27, and at a total distance of 421.02 feet found a concrete right-of-way marker for the termination point of said curve.

THENCE: South  $34^{\circ}43'37''$  East along the existing East right-of-way line of said F.M. Highway 1409 (same being the West line of said 30.09 acres herein described) for a distance of 187.37 feet to a concrete right-of-way marker found for the beginning of a curve to the left, the radius of which is 1392.39 feet.

THENCE: Along and around said curve, in a Southerly direction (along the existing East right-of-way line of said F.M. Highway 1409) for a distance of 204.38 feet to a concrete right-of-way marker found for the termination point of said curve.

THENCE: South  $43^{\circ}20'26''$  East along the existing East right-of-way line of said F.M. Highway 1409 (same being the West line of said 30.09 acres herein described) for a distance of 290.19 feet to a concrete right-of-way marker found for the beginning of a curve to the right, the radius of which is 749.95 feet.

THENCE: Along and around said curve to the right, in a Southerly direction, (along the existing East right-of-way line of said F.M. Highway 1409) for a distance of 174.90 feet to a concrete right-of-way marker found for the termination point of said curve. Said concrete right-of-way marker being the Southwest corner of said 30.09 acres herein described, and Southwest corner 18.89 Acres.

THENCE: North  $70^{\circ}56'48''$  East for a distance of 49.74 feet to a 3/4" Iron Rod set in the South line of said 30.09 acres herein described.

THENCE: South  $83^{\circ}13'27''$  East along said South line for a distance of 203.67 feet to a 3/4" Iron Rod set for an angle point in said South line.

THENCE: North  $38^{\circ}28'52''$  East, and at 257.52 feet pass a 3/4" Iron Rod set for the Eastern most Southeast corner of the heretofore mention 18.89 acre tract, and at a total distance of 365.37 feet set a 3/4" Iron Rod for the Eastern most Southeast corner of said 30.09 acres herein described.

THENCE: North  $56^{\circ}53'22''$  West for a distance of 200.97 feet to a 3/4" Iron Rod set on the 15.0 foot contour line based upon U.S.C. & G.S. Datum Plane.

THENCE: Along said U.S.C. & G.S. Datum Plane, contour elevation 15 foot as follows:

North  $49^{\circ}54'49''$  West a distance of 109.58 feet.  
North  $52^{\circ}48'38''$  West a distance of 109.70 feet.  
North  $53^{\circ}14'07''$  West a distance of 110.00 feet.  
North  $58^{\circ}56'57''$  West a distance of 113.49 feet.  
North  $37^{\circ}11'45''$  West a distance of 106.67 feet.  
North  $41^{\circ}12'43''$  West a distance of 107.88 feet.  
North  $34^{\circ}15'30''$  West a distance of 120.00 feet.  
North  $34^{\circ}18'18''$  West a distance of 120.00 feet.  
North  $44^{\circ}27'50''$  West a distance of 121.75 feet.  
North  $49^{\circ}30'09''$  West a distance of 124.10 feet to a 3/4" Iron Rod.

Page 2 of "EXHIBIT A"

VOL 912 PAGE 232

## "EXHIBIT A" CONT'D

THENCE: North  $33^{\circ}55'08''$  West for a distance of 300.87 feet to a 3/4" Iron Rod set on U.S.C. & G.S. Datum Plane, contour elevation 15 foot.

THENCE: Along and with said 15 foot contour line based upon U.S.C. & G.S. Datum Plane as follows:

North  $28^{\circ}07'40''$  West a distance of 120.00 feet.  
 North  $21^{\circ}37'25''$  West a distance of 13.26 feet.  
 North  $38^{\circ}49'48''$  West a distance of 108.87 feet.  
 North  $28^{\circ}09'56''$  West a distance of 120.00 feet.  
 North  $28^{\circ}58'28''$  West a distance of 120.03 feet.  
 North  $24^{\circ}40'32''$  West a distance of 120.16 feet.  
 North  $26^{\circ}25'31''$  West a distance of 120.03 feet.  
 North  $27^{\circ}47'43''$  West a distance of 120.00 feet.  
 North  $27^{\circ}24'48''$  West a distance of 120.00 feet.  
 North  $34^{\circ}35'05''$  West a distance of 120.88 feet.  
 North  $28^{\circ}27'50''$  West a distance of 120.01 feet.  
 North  $16^{\circ}08'25''$  West a distance of 122.47 feet.  
 North  $21^{\circ}23'25''$  West a distance of 125.75 feet.  
 North  $13^{\circ}24'54''$  West a distance of 100.86 feet.  
 North  $26^{\circ}16'29''$  West a distance of 27.25 feet.  
 North  $19^{\circ}04'24''$  West a distance of 126.42 feet.  
 North  $17^{\circ}37'56''$  West a distance of 126.94 feet,  
 to a 3/4" Iron Rod.

THENCE: North  $22^{\circ}39'05''$  West for a distance of 277.47 feet to a 3/4" Iron Rod set for the Northern most North-east corner of said 30.09 acres herein described.

THENCE: South  $63^{\circ}22'32''$  West along the North line of said 30.09 acres herein described for a distance of 387.62 feet to a 3/4" Iron Rod set in the existing East right-of-way line of the heretofore mention F.M. Highway 1409 for the Northern most Northwest corner of said 30.09 acres herein described.

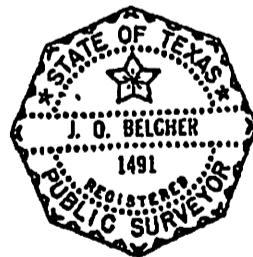
THENCE: South  $17^{\circ}04'57''$  East along the existing East right-of-way line of said F.M. Highway 1409 for a distance of 60.18 feet to a concrete right-of-way marker for the beginning of a curve to the left, the radius of which is 1869.86 feet.

THENCE: Along and around said curve to the left in a Southerly direction for a distance of 123.33 feet to the POINT OF BEGINNING and containing 30.09 acres of land.

I, J. O. Belcher, do hereby certify that the hereinabove described tract of land was surveyed under my supervision, upon the ground, in May and June, 1981.



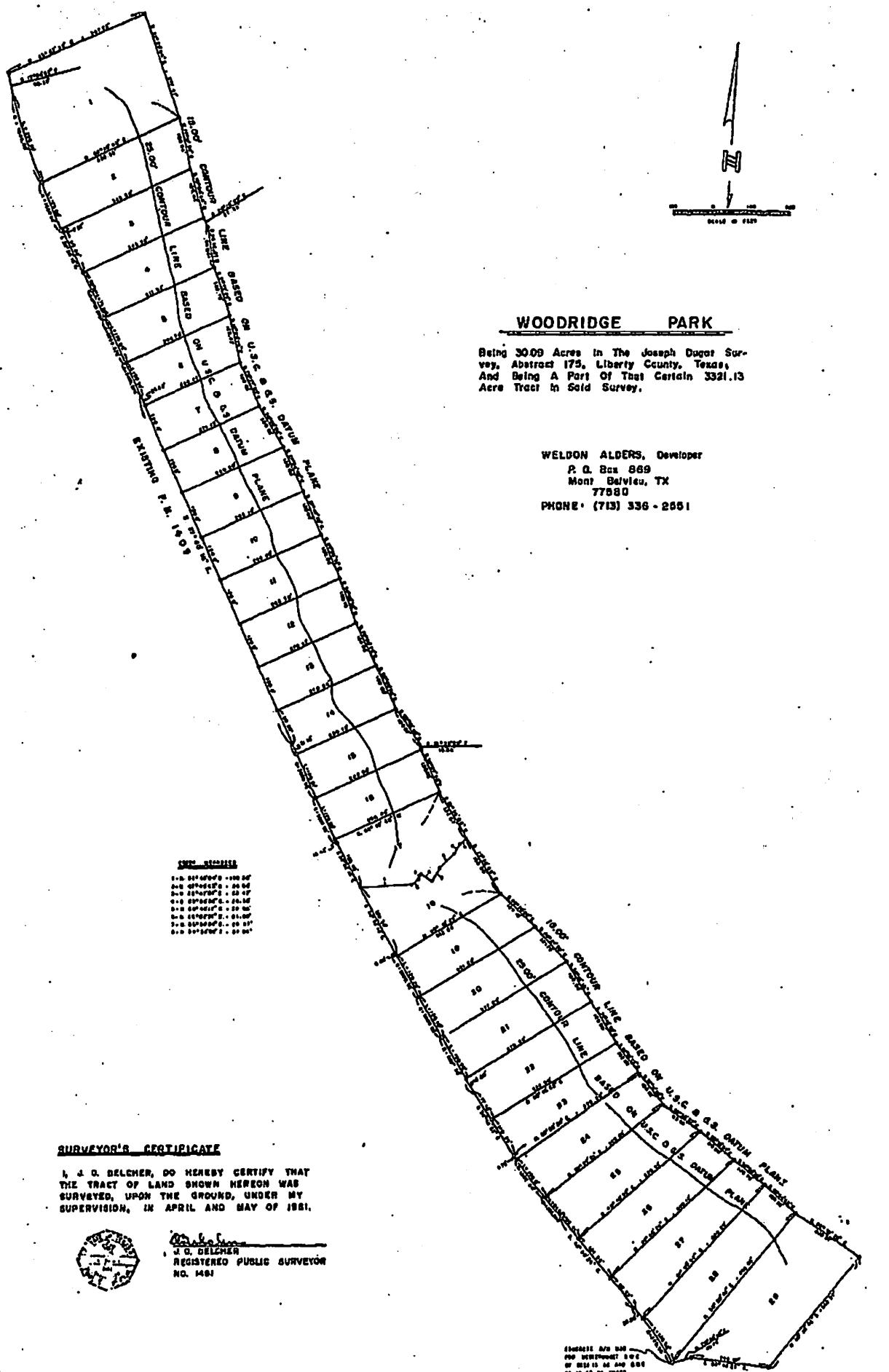
J. O. Belcher  
Registered Public Surveyor #1491



END OF "EXHIBIT A"

"EXHIBIT B"

VOL 912 PAGE 233



VOL 912 PAGE 234

FILED FOR RECORD  
This the 12<sup>th</sup> day of June  
A.D. 1981 at 2:25 O'clock P. M.  
LELA MAE CATCHINGS  
County Clerk, Liberty County, Texas  
By Wanda Barker Deputy

STATE OF TEXAS COUNTY OF LIBERTY
I, LELA MAE CATCHINGS, 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 Liberty County, Texas, as stamped hereon by me, on

JUN 15 1981
Leela Mae Catchings COUNTY CLERK LIBERTY COUNTY, TEXAS