

634 862

WOODLAKE PROPERTIES TO THE PUBLIC

1019  
AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS |  
COUNTY OF GUADALUPE |

WOODLAKE PROPERTIES, a joint venture, hereinafter called "Declarant", is the owner in fee simple of certain real property located in Guadalupe County, Texas, and known by official plat designation as Woodlake Unit One as per Map or Plat recorded in Vol. 4, Pages 108 through 110, in the Map Records of Guadalupe County, Texas, and Woodlake Unit Two, as per Map or Plat recorded in Vol. 4, Pages 119 through 121, in the Map Records of Guadalupe County, Texas.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

This instrument is executed as an amendment to the restrictions covering Woodlake Unit One, recorded in Vol. 4, Pages 108 through 110, in the Map Records of Guadalupe County, Texas; these restrictions shall replace the prior restrictions as to Woodlake Unit One and shall also apply to Woodlake Unit Two as re-platted and recorded in Vol. 4, Page 171 and Woodlake Unit One as re-platted and recorded in Vol. 4, page 170 of the Map Records of Guadalupe County, Texas.

ARTICLE I

DEFINITIONS

Sec. 1. "Declarant" shall mean Woodlake Properties, and its successors and assigns.

Sec. 2. "Lot" shall mean any numbered plot of land shown on the recorded subdivision map referred to above with the exception of the tract upon which the boat ramp is constructed.

Sec. 3. "Mortgage" shall mean a conventional mortgage or deed of trust.

Sec. 4. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Sec. 5. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract buyers, but shall not include those holding title merely as security for performance of an obligation.

Sec. 6. "Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within its jurisdiction as hereinafter provided.

ARTICLE II  
PROPERTY RIGHTS

Sec. 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the boat launching ramp located between Lots 1 and 2, Block 1, Unit One, which shall be appurtenant to and shall pass with the title to such lot.

Sec. 2. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no dwelling, structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) Such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

ARTICLE III  
USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Sec. 1. Each lot shall be used for the construction and maintenance of a single family residence and for no other purpose. A condominium unit shall be considered as a residence for a single family and a condominium project may be erected on one or more lots, provided that each unit shall comply with these restrictions as though it were a single residence except that there may be more units on a given number of lots than one unit for each lot.

Sec. 2. No business of any kind shall be conducted on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 9, below.

Sec. 3. No noxious or offensive activity shall be carried on on any lot with the exception of the business of declarant and the transferees of declarant in developing all of lots as provided in Section 9, below.

Sec. 4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of Architectural Control Committee, except customary name and address signs and lawn signs with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 9, below.

Sec. 5. On lots less than 2 acres in size, no animals, livestock,

or poultry of any kind shall be raised, bred, or kept on such lot. On lots of 2 acres or more, owners may have one (1) horse per one acre, but no other animals, livestock or poultry of any kind will be allowed; however, dogs, cats, and other household pets may be kept on lots, so long as they are not kept, bred, or maintained for commercial purposes.

Sec. 6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view.

Sec. 7. No fence, hedge, wall, or other dividing instrumentality over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless approved by the Architectural Control Committee.

Sec. 8. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

Sec. 9. Declarant or the transferees of declarant may undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to prevent declarant, declarant's transferees, or the employees, contractors or sub-contractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

Sec. 10. No exploration nor drilling shall be allowed for the purpose of extracting oil, gas, or other minerals on any lot in the subdivision.

Sec. 11. The front and side setback lines shall be the same as are established from time to time by the County.

#### ARTICLE IV

##### OWNERS' OBLIGATION TO REPAIR AND MAINTAIN

Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from property. Structures shall be maintained and painted regularly to keep the premises in neat order. Woodlake Properties may at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, when and as often as the same is necessary in its judgment and the owner of the lot shall be obligated to pay for the cost of such work.

ARTICLE V  
ARCHITECTURAL CONTROL

Sec. 1. Approval. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided below in Section 5.

Sec. 2. Dwelling Quality and Size.

A. In Unit One, no dwelling exclusive of open porches, garages, carports, and patios shall be permitted on any lot unless the living area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,500 square feet for one story dwelling, nor less than 2,000 square feet total for a dwelling of more than one story.

B. In Unit Two, no dwelling exclusive of open porches, garages, carports, and patios shall be permitted on any lot unless the living area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,250 square feet for one story dwelling, nor less than 1,500 square feet for a dwelling of more than one story.

C. Condominium projects must provide for at least 900 square feet of living area, exclusive of one story open porches and garages, for each condominium unit.

D. No existing dwelling or mobile home shall be moved onto any lot in the subdivision.

E. The exterior walls of the first story of all dwellings must contain a minimum of 60% stucco, brick or stone unless this requirement is waived by the Architectural Control Committee.

Sec. 3. Resubdividing Lots. No lot may be resubdivided to create an additional building site.

Sec. 4. Committee Membership. The Architectural Control Committee is composed of Gene Naumann, Vance Naumann, and Donald R. Joseph. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

Sec. 5. Procedure. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications must be submitted to the Committee within thirty (30) days prior to commencement of construction. If no action is taken by this Committee within thirty (30) days after submission of plans and specifications, the approval of the Committee shall be assumed to have been given.

Sec. 6. Right of Waiver. The Committee shall have the right to waive a restriction if the Committee deems such waiver to be in the best interest of the lot owner and such action will not alter the general scheme of the subdivision.



ARTICLE VI  
GENERAL PROVISIONS

Sec. 1. Enforcement. Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant 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.

Sec. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Sec. 3. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by declarant or by any property owner for a period of twenty (20) years from the date hereof and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed in writing by the then owners of at least three-quarters (3/4ths) of the subdivision lots.

EXECUTED this 8<sup>th</sup> day of January, 1982.

WOODLAKE PROPERTIES, a Joint Venture  
TEXANA SERVICE CORP.

ATTEST:

Gypsy A. Doggett  
Gypsy A. Doggett, Ass't

By Donald R. Joseph  
Donald R. Joseph, President



Gene Naumann  
Gene Naumann

Vance Naumann  
Vance Naumann

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared DONALD R. JOSEPH, President of Texana Service Corp., 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 8<sup>th</sup> day of January, 1982.

Shirley M. Thomas  
Notary Public, State of Texas  
Shirley M. Thomas  
Com. exp. 12/28/85

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared GENE NAUMANN, 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.



GIVEN UNDER MY HAND and seal of office this 8<sup>th</sup> day of January, 1982.

Shirley M. Thomas  
Notary Public, State of Texas  
Com. exp. 12/28/85  
Shirley M. Thomas

THE STATE OF TEXAS |  
COUNTY OF TRAVIS |

BEFORE ME, the undersigned authority, on this day personally appeared VANCE NAUMANN, 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.

GIVEN UNDER MY HAND and seal of office this 8<sup>th</sup> day of January, 1982.



Shirley M. Thomas  
Notary Public, State of Texas  
Com. exp. 12/28/85  
Shirley M. Thomas

THE STATE OF TEXAS }  
County of Guadalupe }

I, FRANK SCHMIDT, Clerk of the County Court in

and for said County, do hereby certify that the foregoing instrument of writing dated the 8 day of January 1982, with its certificates of authentication, was filed for Record in my Office the 12<sup>th</sup> day of January 1982 at 2:45 o'clock P. M., and duly recorded the 17 day of January 1982, at 8:06 o'clock A. M., in

DEED. Record of said County in Vol. 634, on Pages 862-867.

WITNESS my hand and the seal of the County Court of said County, at office in Seguin, Texas, the day and year last written above.

By Josephine Genuwinbel Deputy

FRANK SCHMIDT, Clerk  
County Court, Guadalupe County.