

11402
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR SHADY OAKS SUBDIVISION

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, W. R. PARKER PROPERTIES, INC., a Texas corporation, hereinafter called "DEVELOPER," is the owner of that certain Subdivision designated as "SHADY OAKS SUBDIVISION," same being a Subdivision of a 305.24-acre tract of land located in the Reason Green League, Abstract No. 43, and the W. P. Armstrong Survey, Abstract No. 820, Liberty County, Texas, a Plat of which Subdivision is of record in Vol. 8, Pages 167 through 174 of the Map Records of Liberty County, Texas; and

WHEREAS, the Developer will convey the above-described property, subject to certain protective covenants, conditions and restrictions as hereinafter set forth:

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the property described above, except the 18.88-acre "reserved" tract shown on such Plat, shall be held, sold and conveyed, subject to the following easements, covenants, restrictions 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 the 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 and conditions shall inure to the benefit of Developer:

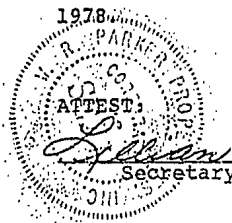
1. All lots located within the Subdivision shall be used for residential purposes only, and no business of any type, kind or character shall be operated thereon, nor shall any lot be used for any type of commercial purposes, except by written approval of Developer, and as hereinafter set forth. This restriction shall not apply to lots adjoining F. M. Highway Nos. 1008 and 2797. Without any exception, no business shall sell alcoholic beverages for "open-premises" consumption.
2. No lot shall be divided through conveyance by the owner thereof so that any divided part thereof is less than one (1) acre in area.
3. No building, structure or residence shall be located on any lot nearer than twenty-five (25') feet to the front line of each lot.

4. All storage buildings located on any lot shall be located a minimum of one hundred (100') feet from the front line of each lot. Such storage buildings shall be constructed of quality of at least new galvanized tin, permanently baked-on finished enamel material, and/or new or freshly painted lumber.
5. No camper trailers or boats shall be located less than one hundred (100') feet from the front property line, with the exception that said camper trailers and boats may be located less than one hundred (100') feet from the front property line if they are stored inside a garage or other permanent storage facility.
6. All sewage shall be contained within the boundaries of each lot with no open lines or open ditches draining to public or private road ditches. There must be installed per residence, permanent or temporary, a minimum of two (2) 500-gallon septic tanks in series, and at least one (1) trap for grease and soap, preferably a minimum of 250 or 300 gallons. All commodes, regardless of their location, shall be connected to a separate septic tank or tanks other than where all other water drains; this specifically means at least one (1) 500-gallon septic tank being for commodes only and for nothing else. There shall be a minimum of two hundred (200') linear feet of gravel drain field at least eighteen (18") inches wide and eighteen (18") inches deep filled with a minimum of seven (7) cubic yards of rock per one hundred (100') linear feet to grade. All ditches are to be backfilled with sandy loam or top soil but not with sand. The above septic system must be approved by inspection of the Developer and shall comply with all applicable governmental regulations and statutes.
7. All driveways serving each lot shall have at least an eighteen (18")-inch culvert of concrete pipe at least twenty (20') feet long, which culvert and installation thereof shall comply with all applicable governmental regulations and statutes.
8. No tent, shack, garage, barn, or other outbuilding or structure of a temporary character shall, at any time, be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used in any way or moved onto or be permitted to remain on a lot, except during the construction of permanent structures. All permanent structures shall be completed to exterior within six (6) months of commencement (unless completion is prevented by war, strikes, or acts of God). Developer can, by written Agreement, extend the six (6)-months period.
9. No trash, garbage or other disposable matter shall be stored on any lot, and any garbage, trash and other disposable matter shall be promptly burned, buried or carried away from the property.
10. No cars, trucks or other vehicles which do not have a valid license and inspection sticker shall be allowed on any lot.

11. No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the area.
12. No hogs shall be located or kept on any lot.
13. Each lot shall be mowed at least once in the spring of each year by the owner thereof.
14. Developer does hereby reserve and dedicate the front ten (10') front feet of each lot as a utility easement. The ten (10')-foot easement shall be used to provide utilities for all lot owners. A lot owner may use said ten (10')-foot easement as long as such use does not interfere with the use of the easement as a utility easement.
15. The following provision shall apply to all lots in the Subdivision, except the 18.88-acre reserved tract and Lots Nos. Twenty-five (25) through Thirty-three (33) and Lots Nos. Thirty-eight (38) through Sixty-three (63). No residence constructed on a lot shall be of less than twelve hundred (1200') square feet of covered floor space, exclusive of carport, garage, patio and porch, and all residences shall be built on a concrete slab or concrete pier. Each residence shall be built out of brick, stone or some other type of masonry or painted or stained redwood, cedar, finished lumber, cypress or treated pine logs. Lot owners shall furnish Developer with the plans and Specifications of all structures, including residences, which the lot owner plans to build or locate on the property, and Developer must approve such plans and specifications in writing prior to the start of construction or location of the structure.
16. The following provisions shall apply only to Lots Nos. Twenty-five (25) through Thirty-three (33) and Lots Nos. Thirty-eight (38) through Sixty-three (63) of said Subdivision:
 - (a) One (1) and only one (1) mobile home, being a minimum of eight (8') feet wide by at least thirty-five (35') feet long, shall be allowed on a lot, and may be used as a residence only. The mobile home is to set up in a permanent manner; that is, on a concrete slab or on a concrete pier or good quality concrete blocks. New or freshly painted skirting must be placed around at least three (3) sides of the mobile home, those being the side that faces the front property line and the two (2) sides that face the side property lines.
 - (b) If and whenever a lot owner chooses to build a permanent residence on said property, the one (1) and only one (1) mobile home shall be allowed to remain on the property until the permanent residence can be constructed, such period not to exceed one (1) year unless a time extension is granted by the original Developer. Such residence shall be constructed in compliance with the covenant set forth in paragraph "15" above.

17. Developer or any lot owner may enforce these restrictions by a proceeding in law or in equity. The invalidation of any one or more of the above restrictions and covenants by paramount authority shall not affect or alter any of the remaining restrictions and covenants. The restrictions and covenants shall be construed as covenants running with the land, and they shall be enforceable, either at law or in equity; and they shall be binding upon the purchaser of each lot, their heirs, legal representatives and assigns. The rights and privileges of Developer shall pass to and be binding upon Developer's successors and assigns.
18. No violation of these restrictions and covenants shall affect or in any way invalidate any lien or mortgage affecting any lot, but such lien shall remain in full force and effect and have priority over any judgment rendered against the owner of the property for violation of the restrictions and covenants; however, the above subordination clause shall not be construed to release the property from the restrictions and covenants, and a sale by virtue of the foreclosure of a lien shall pass title to the purchaser at such foreclosure sale burdened with these restrictions and covenants.

EXECUTED this the 15 day of November, A. D.



W. R. PARKER PROPERTIES, INC.

By: W. R. Parker
President

THE STATE OF TEXAS §
COUNTY OF LIBERTY §

BEFORE ME, the undersigned authority, on this day personally appeared W. R. PARKER, President of W. R. PARKER PROPERTIES, INC., 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 W. R. PARKER PROPERTIES, INC., a corporation, 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 15th day of November, A. D. 1978.

Evelyn J. Savoy
Notary Public in and for Liberty
County, Texas



FILED FOR RECORD

This the 15 day of November

A.D. 1978 at 1:30 O'clock P. M.

LELA MAE CATCHINGS

County Clerk, Liberty County, Texas

By Marie Lombardino 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, c.v.



NOV 17 1978

Lela Mae Catchings
COUNTY CLERK
LIBERTY COUNTY, TEXAS