

28225

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OAK HOLLOW PARK

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF WILSON §

THAT this Declaration is made on the date hereinafter set forth by RAY E. SMITH (hereinafter referred to as Declarant);

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property known as OAK HOLLOW PARK (hereinafter sometimes referenced as "the subdivision"), a Subdivision in Wilson County, Texas, according to the map or plat thereof recorded in Volume 4, Pages 4, 5 & 6, of the Map Records of Wilson County, Texas;

WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase property in OAK HOLLOW PARK, that there be established and maintained a uniform plan for the improvement and development of OAK HOLLOW PARK.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above as OAK HOLLOW PARK, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Permitted Uses and Restrictions

LOT USE: Property in the subdivision shall be used solely for single family residential purposes. The term "Residential Purposes", as used herein, shall be held and construed to exclude duplexes, or any other type of multi-family dwelling. No Lot shall be used for more than one residence, and its outbuildings. No Lot shall be used or occupied for trade or business of any kind.

ANIMALS: No swine or poultry of any kind except for a 4-H or FFA or similar organization project, shall be raised, bred or kept on any Lot. No animals may be kept, bred or maintained for any commercial purposes.

DISPOSAL OF GARBAGE AND TRASH: No Lot shall be used or maintained as a dumping ground. No rubbish, trash, garbage or any other waste, shall be kept except in sanitary containers concealed from sight from the street. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean sanitary condition. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the subdivision.

DRILLING AND MINING: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any Lot.

NOXIOUS OR OFFENSIVE ACTIVITY: 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.

AUTOMOBILES: No junk, wrecking or auto storage yards shall be located on any lot. No inoperative vehicles shall be kept or stored on any lot. A vehicle shall be considered inoperative if it cannot be moved under its own power for more than 60 days.

SUBDIVISION ROADS: It is understood that the subdivision roads are to be used only for ingress and egress to subdivision lots. Without the express written consent of Declarant, no owner of a lot shall use any portion thereof to allow access to tracts of land not within the parent tract from which this subdivision was severed. The parent tract is more particularly described in Volume _____, Page _____, Deed Records of Wilson County, Texas. The Declarant expressly retains the right to acquire and subdivide adjacent tracts and connect the subdivision road(s) to same in order to provide ingress and egress thereto.

EXCAVATION: No gravel, sand, caliche, or soil shall be sold from any lot, without approval of Declarant or its successors or assigns.

ARTICLE II Improvements

MOBILE HOMES: No Mobile home older than ten (10) years shall be moved onto any lot in the subdivision. Mobile homes placed on any lot must be minimum of 500 square feet in size, and they must have been manufactured by a recognized mobile home manufacturer or they must have been constructed by a qualified contractor.

No single wide mobile homes shall be moved onto Lots 1 through 7, inclusive of Lots 90 through 96, inclusive. Only modern factory built, manufactured, modular, double wide mobile homes or traditionally built homes all of no less than 750 square feet (exclusive of open porches, breezeways, carports and garages) shall be moved onto or constructed on Lots 1 through 7 inclusive of Lots 90-96, inclusive.

Any attachment placed or affixed to a mobile home, in the nature of a patio cover, awning, etc. shall be of regular manufactured materials normally utilized in fine mobile home parks or subdivisions. Within sixty (60) days from the date that a mobile home is installed or moved on to a lot, the area between the bottom of the said mobile home and the ground level shall be enclosed with a non-transparent material so as to maintain a neat appearance with posts, supports piers, or wheels removed from outside view.

Travel trailers or campers may be stored on the lot, but they may not be occupied as living quarters. No more than one single family dwelling house or mobile home may be constructed, erected, or moved onto any one lot.

Any garage or other outbuilding must be of manufactured quality construction, good appearance and may not be used as a temporary or permanent residence.

SEWAGE FACILITIES: No outside toilets or cesspools shall be erected, placed, or used upon any lot, but a septic tank shall be used on each lot to accommodate the sewage. All septic tanks installed must comply with or exceed the requirements for septic tanks of the applicable governmental jurisdictions.

WATER WELLS: Water wells may be drilled and completed on a lot and used for domestic and household purposes, however, no well shall be connected to a residence or otherwise which is also connected with the subdivision water system.

ARTICLE III
Easements, Setbacks and Drainage VOL 658 PAGE 873

PLAT: Each lot shall be subject to all matters set forth on the Plat of the Subdivision recorded in Volume 4, Pages 4, 5 & 6, Plat Records of Guadalupe County, Texas, including, but not limited to, setback lines, utility easements and drainage easements.

SETBACK LINES AND UTILITY EASEMENTS: Declarant reserves unto its self, its successors and assigns, a 5' utility easement along each side and front lot line as set forth on the subdivision plat. All mobile homes/residences shall be set back forty (40) feet from the lot line fronting any street or road. Declarant for itself, its employees, agents and assigns retains the right to install utilities within said easements and to maintain same, including the right to remove or trim trees and other vegetation growing thereon. No improvement shall be completed within said easements, except for driveways. Declarant, its agents, employees and assigns, shall not be liable for any damages to trees, vegetation or structures, including driveways resulting from the construction or maintenance of the utilities.

DRAINAGE: There are noted and reserved certain drainage easements on the subdivision plat, such easements existing in areas which may be prone to flooding or accumulation of water. No structures or improvements may be placed in such easements which could impede the flow or drainage of water. Declarant is expressly not liable for any damages or injury of any kind suffered by any person as a result of rising or drainage water within the drainage easements so reserved on the subdivision plat.

RIGHT TO ENFORCE: Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or to recover damages.

TERMINATION OF COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, unless changed in whole or in part by an instrument signed by a majority of the then owners of the Lots, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of Lots have been recorded, agreeing to change said covenants in whole or in part. These Protective Covenants or any provision hereof or any covenant, condition or restriction contained herein may be modified, amended, terminated or extended with the written consent of the owners of seventy-five percent (75%) of the Lot owners, within OAK HOLLOW PARK, provided, however, that so long as the Declarant owns at least five percent (5%) of the Lots within OAK HOLLOW PARK, no such amendment, modification, termination or extension shall be effective without the written approval of Owner. No such modification, amendment, termination or extension shall be effective until a proper instrument in writing has been executed and acknowledged and filed for record in the real property records of Wilson County, Texas.

EXTENSION OF RESTRICTIONS: The Owner does not intend hereby nor shall any provision of this Protective Covenants by construed to impose any restrictions or limitation upon any other property not specifically described herein; and it is expressly understood and agreed in this connection that while other property has heretofore been sold or developed by owner or owner's successors or assigns, these Protective Covenants shall not affect any such other property not described herein.

SEVERABILITY: Invalidation of any one or more of the foregoing Protective Covenants, restrictions, conditions or charges by judgment or Court shall not affect the validity of any other covenant, restriction, condition or charge set forth herein, which shall remain in full force and effect for all purposes.

RESUBDIVISION: No portion of a lot less than the whole thereof may be sold, and no lot may be resubdivided without the written approval of Declarant, its successors, assigns or designees.

EXECUTED this the 30 day of April, A.D., 1986.


RAY E. SMITH

THE STATE OF TEXAS §
COUNTY OF Wilson §

BEFORE ME, the undersigned authority, on this day personally appeared RAY E. SMITH, 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 the 30th day of April, A.D., 1986.




NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
NOTARY'S NAME PRINTED:
Linda Sanchez
MY COMMISSION EXPIRES: 2/19/89

WLK1/D/1-4

RECORDED IN PLAT RECORDS
FILE DATE: APR 30 1986
FILE TIME: 2:00 O'CLOCK P. M.
VOL. 658 PAGE 271-874



RECORDING DATE

May 6, 1986
RICHARD BOLF
COUNTY CLERK, WILSON COUNTY
BY [Signature]