

DOC #2021162221

WOODLANE FOREST SUBDIVISION
2021 RESTATED AND AMENDED DEDICATION OF RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

WHEREAS, WOODLANE FOREST - SECTION I AND SECTION II, herein sometimes referred to as "Subdivision," is a subdivision, according to the plat thereof recorded in the Plat Records of Montgomery County, Texas, to which plat and its record reference is made for a full and particular description of said subdivision, said subdivision having originally been developed by CHEETAH, INC., CHEETAH, INC. having filed the original Dedication of Restrictions for the Subdivision on October 17, 1978, and which original dedication of restrictions is found in Volume 1094, Pages 712 through 718 of the Real Property Records of Montgomery County, Texas;

WHEREAS, the aforementioned original Dedication of Restrictions created and defined the Architectural Control Committee for the Subdivision, herein sometimes referred to as "ACC," and on July 22, 2008, CHEETAH, INC. filed an Irrevocable Assignment, the original of which is found under Clerk's File Number 8836499 of the Real Property Records of Montgomery County, Texas, by the terms of which instrument CHEETAH, INC. irrevocably assigned to the WOODLANE FOREST CIVIC ASSOCIATION, a Texas non-profit corporation comprised of the owners of all of the real property in the Subdivision, herein sometimes referred to as "WFCA," all rights reserved to the ACC, which rights were, prior to the filing of said Irrevocable Assignment, exercised by CHEETAH, INC.;

WHEREAS, on September 21, 1989 CHEETAH, INC. filed a First Amended Irrevocable Assignment, the original of which is found under Clerk's File Number 8940444 of the Real Property Records of Montgomery County, Texas, by the terms of which instrument CHEETAH, INC., irrevocably assigned to WFCA, all rights, duties, benefits and obligations of CHEETAH, INC., under the terms of the original dedication of restrictions for the Subdivision, including without limitation all rights reserved to the ACC, all rights to collect, receive and expend the annual assessment and the non-exclusive right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges then or thereafter imposed by the dedication of restrictions for the Subdivision; and

WHEREAS, WFCA, in its desire to preserve the Subdivision as a desirable residential community, for the mutual benefit of the property owners in the Subdivision and for the protection of the value of the property therein, places on and against the Subdivision these protective and restrictive covenants.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that WOODLANE FOREST CIVIC ASSOCIATION, a Texas non-profit corporation, having the approval and signatures of the owners of at least SIXTY SEVEN PERCENT (67%) of the acreage in the Subdivision, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on all of the real property located in the Subdivision, including the dedicated roads, avenues, streets and waterways therein as follows:

- 1. BUILDING PERMITS AND ARCHITECTURAL CONTROL
 - a. The ACC is comprised of three (3) members, the election, appointment, or replacement of

whom shall be in accordance with the bylaws of the WFCA. The operation of the ACC shall be in accordance with the bylaws of the WFCA. The members of the ACC shall not be entitled to any compensation for services performed pursuant to this covenant.

- b. No building or other improvements shall be erected, placed, altered, including any walls, fences, hedges or the erection begun, or changes made in the design thereof after original construction on any tract until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the ACC as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished graded elevations.
- c. The ACC's approval or disapproval of all submissions which are required herein shall be in writing. In the event the ACC fails to approve or disapprove a submission within thirty (30) days after receipt of all of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The ACC, at its sole discretion, is hereby permitted to approve deviations in location where, in its judgment, such deviation will result in more beneficial use. Such approval must be granted in writing and, when given, will become a part of these restrictions.
- d. The owner of any tract will be individually responsible for the installation of water wells and septic systems on said owner's tract; and said water wells and septic systems must meet all applicable federal, state and local legal requirements.

2. USE AND CONSTRUCTION

All tracts unless otherwise designated as Reserve on the recorded plat shall be known and designated as "residential tracts" (except for the South two (2) acres of Tract 1, Section I), and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

- a. No dwelling shall be erected, altered, placed or permitted to remain on any of said tracts other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate tracts be advertised for use or used as hotels, tourist cottages or as places of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.
- b. No dwelling shall be erected on any tract unless the same shall have an exterior area of not less than 1,600 square feet. And provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.
- c. No building or structure shall be occupied or used until the exterior thereof is completely finished.
- d. From and after the effective date of this Amended Dedication of Restrictions, in the event any tract conveyed out of either WOODLANE FOREST SECTION I or SECTION II is subdivided for resale or lease into two or more smaller tracts, then the subsequent smaller tracts shall not have less than TWO AND ONE-HALF (2.5) acres of land area. Should any tract by court decree, conveyance by owner, perfection of limitation claim or any other action of law create a tract with less than TWO AND ONE-HALF (2.5) acres of land area, then the ACC shall summarily deny any request to build upon said tract; provided, however, this

restriction prohibiting building on tracts with less than TWO AND ONE-HALF (2.5) acres of land area, does not apply to any such tracts which already had improvements built and in existence on them prior to the effective date of this Amended Dedication of Restrictions.

- e. All plans and specifications for driveways, roadways, tennis courts and other construction projects requiring clearing or grading shall be presented to the ACC for approval. After approval is granted the property owner shall have one hundred and twenty (120) days to complete the project in accordance with the approval granted by the ACC.
- f. Except as may be authorized in writing by the ACC, no building shall be located nearer to the front tract line than fifty feet (50') (the front tract line being defined as that property line adjacent to the public street bearing the mailing address of the property), nor nearer the side street than twenty-five feet (25'), nor nearer than fifteen feet (15') to any side tract line, except that the slab or foundations for a garage only may not be nearer to any side tract line than ten feet (10'). Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. The ACC may grant variances to such building setback lines which, in its judgment, will result in a more beneficial use of the property. Except as may be authorized in writing by the ACC, all improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage; provided that garages on corner tracts may face the street if specifically approved by the ACC. No fence, wall, hedge, pergola or other detached structure shall be erected or maintained on any part of any tract forward of the front building line. For the purposes of this covenant, unless otherwise provided for herein, eaves, steps and unroofed terraces shall not be considered as part of a building provided however, that this shall not be construed to permit any portion of the construction on one tract to encroach upon another tract.
- g. All residences in the Subdivision are to have at least a two-car enclosed, attached garage or a two-car non-attached garage.
- h. All exterior construction materials shall be approved by the ACC. No concrete blocks shall be used in said exterior construction and all buildings shall be built on a solid concrete slab of concrete beam foundation. In no event shall any old house or building be moved onto any tract or tracts in the Subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages, thereto, shall be completed within six (6) months after pouring the slab.
- i. No boats or trailers shall be permitted to be placed in front of any residential building.

3. BUSINESS USE

Business use of property in Woodlane Forest is prohibited, with the exception of home offices that are based out of an otherwise-permitted residence and that comply with the requirements below:

- a. The lot and improvements are used primarily for residential purposes by the property owner as the business owner/operator.
- b. The street address of the business is not advertised in a public medium (e.g., newspaper, radio, internet, television, yellow pages, or trade journals) or in any public manner.
- c. While they are in the Woodlane Forest subdivision employees of the business cannot do work for the business, with exception of owners and family members living in the home.
- d. The business does not have clients, customers, vendors, or other persons who travel to the home in connection with the business.
- e. The business does not cause noise, dust, light, vibration, odor, or pollutants that emanate onto any adjacent property in an amount that does or may reasonably constitute a nuisance to an adjacent property owner.

- f. The business does not have truck(s), tractor(s), trailer(s), or other business vehicles, equipment or supplies parked in front of any residential building line.
- g. The business does not have any sign or other writing on the lot displaying the name or identity of the home business that is visible from any street except customary signs attached to a vehicle and that do not include the home address.
- h. The business is not conducted upon any portion of the lot that is visible from a public street.
- i. The business is compatible with and does not infringe upon the residential character of the surrounding neighborhood.

ACC approval of a structure does not constitute approval to run a business.

Violation of any of the above terms will be considered a violation of the deed restrictions.

4. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No tract may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

5. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any tract in the Subdivision, nor shall anything be done thereon which may be or become a nuisance in the Subdivision. A nuisance shall include but not limited to: any motor vehicle not properly licensed by the State of Texas, junk or wrecking yards, automobiles, trucks or other vehicles for parts.

6. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other outbuilding or structure shall be moved onto a tract in the Subdivision nor shall any garage or other outbuilding be used as a temporary or permanent residence in the Subdivision.

7. ANIMALS

No more than one horse or one cow per acre may be kept on property in the Subdivision, except house pets. All animal waste material must be disposed of in a healthful and sanitary manner and owners must strictly comply with all applicable health laws and regulations. Quarters and shelters for any animals shall be built and kept in a neat and sanitary manner. No animal shall be kept on the lot which results in an annoyance to or is obnoxious to the residents in the vicinity. Adequate fences shall be maintained for any animals in order to prevent their trespassing onto other tracts and roadways.

8. EASEMENTS

Certain easements are reserved over and across lots in the Subdivision as indicated on the recorded Subdivision plat and as further set forth herein, for the purpose of furnishing and/or the movement of electric power, water, sewer, drainage, telephone services and petroleum substances in and through the Subdivision; and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to such easements. Such easements also include the right to remove all trees within the easements. All such easements further include the right to trim overhanging trees and

shrubs located on the property belonging to or being a part of the Subdivision.

9. FENCES

No fence shall extend beyond the building set-back line and all fence material and construction must be approved by the ACC. All types of fences must be kept in a neat and presentable appearance at all times.

10. SIGNS

No signs of any kind shall be displayed to public view on any tract or tracts except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs by a builder to advertise the property during construction and sales period.

11. ASSESSMENTS

Pursuant to the aforementioned First Amended Irrevocable Assignment, referred to in the preamble to this Amended Dedication of Restrictions, all rights of the developer, CHEETAH, INC., to impose assessments was assigned by CHEETAH, INC., to WFCA and, therefore, each residential tract or parcel of land (save and except those tracts designated in this instrument as "Reserve Tracts") within the Subdivision is subject to annual assessments and other, special, assessments, herein collectively referred to as "assessments," to be established and collected by WFCA as herein provided; and each purchaser of any such residential tract or parcel of land, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to WFCA said assessments. Said assessments, together with any accrued interest and, in the event of litigation to collect such assessments, any taxable costs of court and reasonable attorney's fees, shall be a charge and a lien on the residential tract or parcel of land to which the assessment applies. Each such assessment, together with interest, taxable costs of court and reasonable attorney's fees, shall also be the personal obligation of the owner of such tract at the time when the assessment became due; provided, however, that the personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

12. PURPOSE OF ASSESSMENTS

The assessments levied by WFCA shall be used exclusively to promote the recreation, health, safety and welfare of residents of the Subdivision, the property values in the Subdivision and for the improvement and maintenance of any common areas. Permissible uses of the assessments levied by WFCA shall include but not be limited to: payment for maintenance or installation of streets, roads, highways, curbs, gutters, sidewalks, trees, paths, parks, parkways, esplanades, vacant tracts, mosquito fogging, garbage and refuse collection, the employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in the collection of assessments as well as in the enforcement of these restrictive covenants.

13. MAXIMUM ANNUAL ASSESSMENT

- a. The maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.
- b. The maximum annual assessment may be increased above the three percent (3%) ceiling only by a vote of two-thirds (2/3rds) of the membership of WFCA who are voting in person or by proxy at a meeting duly called for this purpose.

14. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS

WFCA shall fix the amount of annual assessment against each tract at least thirty (30) days in advance of each annual assessment period. A written statement of assessment shall be sent to every owner subject thereto or to the owner's designee, or the mortgage company holding a first lien on the tract if the owner has notified WFCA in writing that the assessments are to be paid out of escrow funds established and collected by said mortgage company for the purpose of paying the assessments. Said written statement of assessment shall state: (1) The amount of the assessments against the tract stated in terms of the total due and owing on the assessments; and (2) that unless the owner shall pay the assessment within thirty (30) days following the date for such payment specified in the statement, the same shall be deemed delinquent and will bear interest at the rate of ten (10%) percent per annum on the unpaid portion of the assessment until paid. Upon written request by the owner or lienholder a written certificate stating the full amount of all assessments (including interest, taxable costs of court and attorney's fees, if any) due and payable as of the date of the certificate shall be provided to said owner or lienholder. WFCA may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter herein stated as between WFCA and any bona fide purchaser, or lender, on the lot specified in such certificate.

15. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF WOODLANE FOREST CIVIC ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10 %) percent per annum. In addition to the right to sue the owner individually, WFCA shall have the right to enforce its lien in the same manner (including a foreclosure sale and deficiency decree and, to the extent the appropriate court will accept jurisdiction, subject to the same procedures) as in the case of mortgages or deeds of trust under the applicable law; and the amount due thereon, as well as the cost of such proceedings, including reasonable attorney's fees and interest shall be recoverable by WFCA. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any common area or by abandonment of his or her tract.

16. SUBORDINATION OF ASSESSMENT LIEN

- a. The assessment lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing: (1) given to secure the payment of the purchase price of all or part of the real property (or any improvements thereon), comprising tracts within the recorded Subdivision; and (2) given to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, of the construction, addition or repair of any improvements now or hereinafter situated upon all or part of the real property comprising tracts within the recorded Subdivision.
- b. The giving of thirty (30) days written notice to the holders of all outstanding indebtedness secured by lien, mortgage or other encumbrance, which indebtedness is, by the terms of this Amended Dedication of Restrictions, superior to the assessment lien, of any proposed proceedings to enforce said assessment lien (judicial or otherwise) shall be a condition precedent to any such enforcement. Said notice herein required shall be sent by registered or certified mail, return receipt requested, with all postage prepaid to said holders and shall include a statement of the assessments, the nonpayment of which is the basis of said proposed

proceedings.

- c. The sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which are due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability of any assessments thereafter becoming due or from the lien thereof.

17. ENFORCEMENT

WFCA or any owner in the Subdivision shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these restrictive covenants. Failure by WFCA or any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

18. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in the Subdivision must be approved by the ACC and in no event shall any such drain tile or culvert have an inside diameter of less than eighteen (18") inches.

19. SEVERABILITY

Invalidation of any one of these restrictive covenants by judgment or court order shall not affect the validity of the remainder of these restrictive covenants, all of which shall remain in full force and effect.

20. ANNEXATION

In the event of annexation of real property by the Subdivision and the creation thereby of new sections of the Subdivision, annual assessments upon such new sections shall commence as to all lots in the new sections on the first day of the month following annexation. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such new sections, thereby adopting the provisions of this instrument to the end that the restrictions and maintenance charges imposed upon all sections in the Subdivision be construed and administered collectively and in harmony with each other.

21. DURATION, AMENDMENT AND TERMINATION OF RESTRICTIONS

- a. These restrictions shall remain in full force and effect for the primary period of thirty (30) years; and thereafter shall be automatically renewed for additional periods of ten (10) years each unless these restrictions are amended or terminated.
- b. These restrictions may be amended from time to time by written petition for amendment duly presented by any member of the WFCA to the owners of the real property in the Subdivision, and agreed upon by the owners of at least sixty-seven percent (67%) of the acreage in the Subdivision as evidenced by said owners' signatures, which amendatory instrument shall be effective when duly filed of record in the Real Property Records of Montgomery County, Texas.
- c. These restrictions, and the force and effect thereof, may be terminated by written petition for termination duly presented by any member of the WFCA to the owners of the real property in

the Subdivision, and agreed upon by the owners of at least sixty-seven percent (67%) of the acreage in the Subdivision as evidenced by said owners' notarized signatures, which termination instrument shall be effective when duly filed of record in the Real Property Records of Montgomery County, Texas.

22. MISCELLANEOUS PROVISIONS

All restrictions, easements and reservations herein are for the benefit of the entire Subdivision and shall be binding upon all owners of real property within the Subdivision, all purchasers of real property and all purchasers' successors, assigns, heirs and/or beneficiaries. All of the restrictions, easements and reservations herein provided and adopted within the recorded plat shall apply to each and every tract in the Subdivision and shall be taken and deemed as covenants running with the land; and when such tracts are conveyed the same shall be conveyed subject to such restrictions, easements and reservations, which restrictions, easements and reservations may be referred to by reference to the Clerk's File Number assigned to this Amended Dedication of Restrictions as recorded in Montgomery County, Texas; and any such deed or conveyance of any tract or tracts out of the recorded plat shall be fully subject to the restrictive covenants set forth in said Amended Dedication of Restrictions; and said restrictive covenants shall have the same force and effect as if said restrictive covenants were written in full and verbatim in each such deed or conveyance; and each such deed or conveyance shall be conclusively held to have been executed, delivered and accepted subject to said restrictive covenants.

CERTIFICATION

"I, the undersigned, being the Secretary of the Woodlane Forest Civic Association, Inc., hereby certify that the foregoing document was adopted by at least a majority of the Woodlane Forest Civic Association, Inc."

By: [Signature] President

Printed name: TIM TURNER

By: [Signature] Secretary

Printed name: Darin Freshour

By: Dr Robert L Rogers Board Member

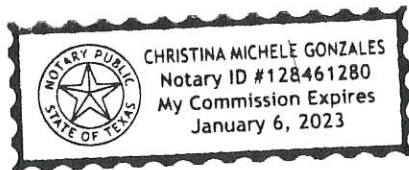
Printed name: Dr Robert L Rogers

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Tim Turner, Darin Freshour, Robert Rogers Secretary of the Woodlane Forest Civic Association, Inc., known by me to be the person whose name is subscribed to the foregoing document and acknowledged to me that s/he is the person who signed the foregoing document in her/his representative capacity and that the statements contained therein are true and correct.

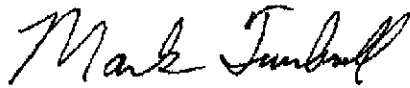
SWORN AND SUBSCRIBED TO BEFORE ME, on this the 25th day of October, 2021.



[Signature]
Notary Public, State of Texas

Dr Robert L Rogers
✓ 31210 Chelsie Pl
Magnolia, Texas 77354

FILED FOR RECORD
11/23/2021 09:52AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

11/23/2021



County Clerk
Montgomery County, Texas