

LYNNWOOD LAKE ESTATES

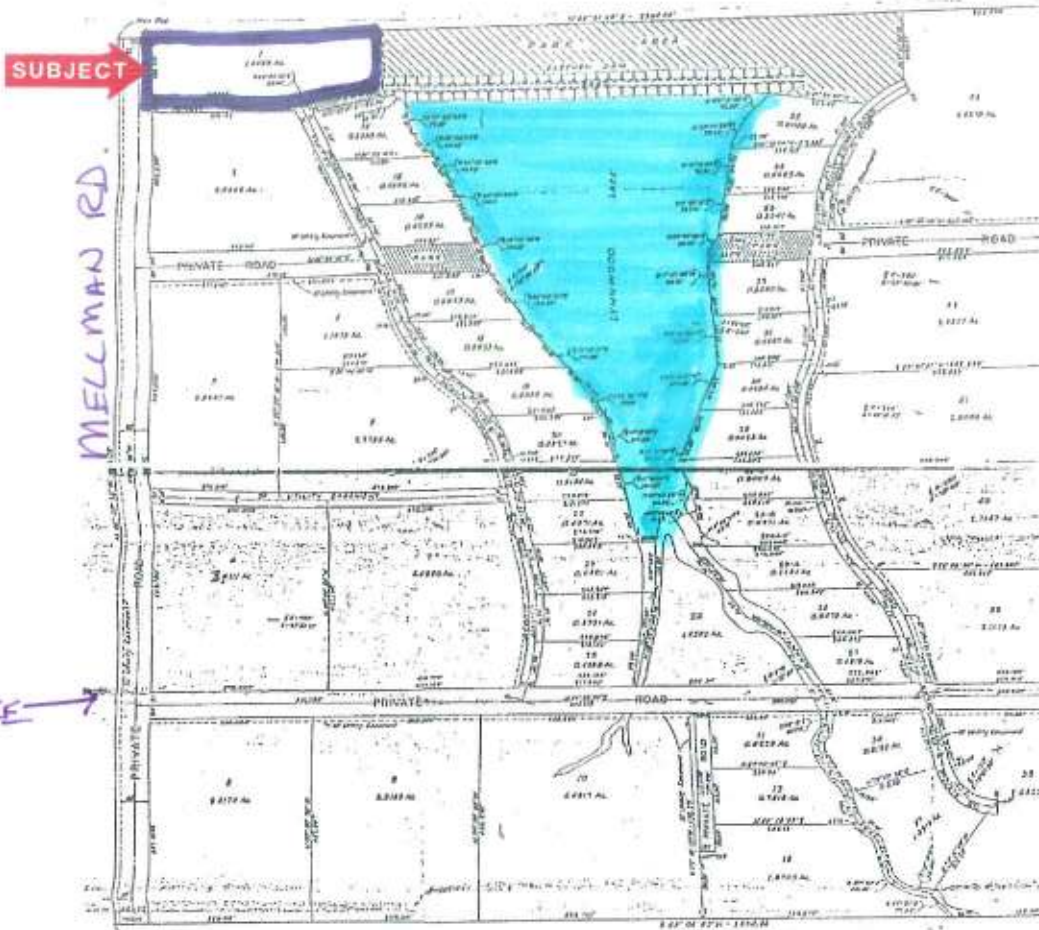
A SUBDIVISION OF 104.3453 ACRES OF LAND OUT OF LOT
OF LIPSCOMB, STYLES AND DAVIDSON 1251 ACRE PARTITION S

WILLIAM BAIRD SURVEY, A-10

WALLER COUNTY, TEXAS

SCALE 1" = 100'

JOHN T. BURLISON LAND SURVEYING CO.
1414 WARDLOD HOUSTON, TEXAS 77006
TIS-JA 8-1900



This is a survey map by John T. Burlison, a
Registered Professional Engineer of the State of Texas,
and is subject to the above and foregoing conditions.
The survey was made on the ground and all
boundaries, lot lines, and areas of the same are
shown as they exist on the date of the survey.
The survey was made on the date of the survey
and is subject to the above and foregoing conditions.

John T. Burlison
Professional Engineer
No. 12345



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

THAT ELECTRONIC DATA LABORATORIES, INC., d/b/a "LYNNWOOD LAKE ESTATES", hereinafter sometimes called "Corporation" for brevity, being a Texas corporation and being the owner of Lynnwood Lake Estates, a subdivision in Waller County, Texas, as shown by the map or plat thereof filed in the Office of the County Clerk of Waller County, Texas, and recorded in Volume ___, Page ___, of the Waller County Map Records, to which reference is made for all purposes, do hereby subdivide and plat the said land into lots as shown upon said map or plat for the purpose of establishing an addition or subdivision which shall be known as Lynnwood Lake Estates in Waller County, Texas; and

WHEREAS, it is deemed to be in the best interest of the corporation and of any and all persons who may purchase lands described in and covered by the above-mentioned plat that there be established and maintained a uniform plan for the improvement and development of said lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, Electronic Data Laboratories, Inc., acting by and through its duly authorized and undersigned officers, being the owner of said subdivision, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on this owner and all parties and persons claiming under them until January 1, 1976, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by duly recorded instruments signed by a majority of the then record owners of a majority of the lots in said addition, it is agreed to change said covenants, conditions and restrictions in whole or in part.

1. All lots in this subdivision shall be used for residential purposes only. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial clubs and professional uses, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No buildings shall be erected, altered, placed or permitted to remain on any lots other than one detached single family dwelling not to exceed two stories in height, together with a private garage for not more than three (3) cars and servants' type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site, or by servants employed on the premises.

2. No buildings shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Thomas G. Bousquet and Lynn C. Bousquet. In the event of death or resignation of either of said parties, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event of death or resignation of all committee members, the approval described in this covenant shall not be required unless a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision, and duly recorded, appointing a representative or representatives who shall thereafter comprise the committee. In the event that the committee, if there be such a committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted for approval,

or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with. No member of the committee shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of the committee shall cease on or after ten (10) years from date hereof, and the approval described in this covenant shall not thereafter be required unless, prior to said date, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision, and duly recorded, appointing a new committee who shall thereafter exercise the same powers previously exercised by the former committee.

3. No building shall be located nearer to the front lot line or nearer to the side lot line than those set forth on the following schedule:

(a) Lot Nos. 11, 12, 14 to 25 inclusive, and 27 to 38 inclusive; not nearer than 20 feet to the front line or high water line of the lake or creek. Not nearer than 5 feet to any side lot line.

(b) Lot Nos. 2 to 10 inclusive, 13, 39 to 48 inclusive - Not nearer than 40 feet to the front lot line or any side lot line.

(c) Lot Nos. 1 and 26 shall be submitted to the committee established in Art. 2 hereof for approval prior to building.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence permanently. In this regard, use of the structure in excess of any three consecutive calendar months shall be considered permanent.

6. No residential structure shall be placed on any lot unless its living area has a minimum of 750 square feet of floor

area exclusive of garage.

7. The exterior walls of any residence shall be composed of wood, asbestos shingles, brick, brick veneer, stone, stone veneer, concrete or other masonry-type construction, but the committee outlined in Paragraph 2 above, shall have the power to waive these requirements, if necessary. No residence shall have walls or a roof of sheet iron or tin or aluminum without consent of the committee outlined in Paragraph 2 above.

8. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

9. The raising or keeping of hogs, sheep and goats, and more than one cow per acre on any part of the subdivision is strictly prohibited. All livestock must be kept confined to the owner's premises, and cannot be permitted to swim or water in the lake.

10. No spiritous, vinous or malt liquors, or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation, or instruction relating to or affecting the use, occupancy or possession of any said sites.

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

12. 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, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage, rubbish or trash shall be burned within said subdivision except on windless days under close supervision and upon the owner's land only, and then only with an eight (8) foot fire break in an area with no overhanging limbs.

14. No solid board fence nor barbed wire fence shall be erected or maintained on any part of any lot forward of the front or side building line of any lot or tract, nor on any side fronting a lake or platted road (public or private); nor shall any fence, pier or structure be constructed or maintained which interferes with the free and full use of the entire lake, creeks or platted roads (public or private), by the members of the Lynnwood Lake Estates Property Owners Association for fishing, boating or swimming, except that portion of the creek that lies wholly within a lot. No boat dock, pier or similar facility may be constructed or maintained on any creek, nor shall they be built to extend more than six (6') feet into the lake from the owner's high water line.

15. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the site upon which the improvements are to be erected, and shall not be placed in the street or between the street and property line. No stumps, trees, underbrush or refuse of any kind, or scrap materials from the improvements being erected on any site, shall be placed on any adjoining sites, streets or easements, and upon the completion of such improvements, any such material must be removed immediately from the property.

16. No cesspool shall ever be dug, used or maintained on any site in this subdivision and whenever a residence is established

on any site, it shall provide only an inside toilet and it shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with said site. Drainage of septic tanks, burning or otherwise placing of sewage, garbage, cutings or other waste into the lake, creeks, road, streets, ravines or open ditches is strictly prohibited and this prohibition is enforceable by any person or public body. Septic systems shall be constructed to conform to minimum standards required by the State, and County Health Departments. No portion of the septic tank or drain field shall be constructed within 75 feet of any lake or creek.

17. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts must be used for driveways and for walks, and this restriction may be enforced by Waller County authorities. Buyer accepts responsibility for proper installation of culverts, which shall be installed in a manner which will not obstruct the flow of water in ditches, and inside bottoms of culverts must be even with or below level of ditches. Should a site shut on or be traversed by any drainage ditch, ravine or bayou, an easement is retained for the use of public authorities for ingress and egress, to maintain such drainage facility.

18. Each and every site owner by virtue of such ownership shall be bound to maintain the site to which such ownership attaches in a neat and clear condition free of high grass, weeds and debris.

19. There shall be no hunting or discharge of rifles, pistols or shotguns within the subdivision.

20. No lot or tract may be divided or sold in any parcel less than the original size deeded by the corporation. If two or more tracts are owned by one single owner, the whole tract may be subdivided into as many tracts as were originally so deeded, but

no more. When one person owns more than one lot, and builds in violation of the building restrictions of the separate lots, but not of the whole tract, the whole tract may not be subsequently sold in such a manner as to violate the building restrictions for the then divided lots.

21. The easements, building lines, limitations, covenants and restrictions, inscribed on the map or plat of said Lynnwood Lake Estate Subdivision, as above referred to, are made a part hereof such that this dedication is subject to them, and each of them, and they are included herein, as fully and completely as if they were written in this instrument.

22. The Corporation, its successors and assigns, and each and every subsequent property owner in said subdivision, their heirs and assigns, or any one thereof, shall have the right to enforce the observation and performance of each and all covenants, conditions, restrictions and limitations herein contained, or made a part hereof, and in order to prevent a breach or to enforce performance of same, shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition, restriction or limitation and either to prevent him or them from so doing or to recover damages or other dues for such violation. The violation of any such covenant, condition, restriction or limitation shall not operate to invalidate any mortgage, deed of trust, or other lien made or acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby subject, nevertheless, to the covenants, conditions, restrictions and limitations contained herein.

23. The parks, dam, lake and roads that are not specifically dedicated to the County are and shall remain the property

of the Lynnwood Lake Property Owners Association and its successors, hereafter called "Association". For the purpose of maintaining such parks, dam, lake and private roads, an annual assessment shall be levied against each lot and each tract, the amount thereof to be set by the Corporation, until 75% of the acreage is sold and conveyed, when such right shall pass to and become a power of the Association. Such levy or tax shall run with such land and be a charge against same and the Association is given the right and power to institute legal action necessary to collect same, including the right of sale of land that is delinquent after ninety (90) days' written notice of such delinquency, or such other means provided by law. Such annual charge shall not exceed \$5.00 for each \$1,000.00 valuation of the land taxed.

24. 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, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

25. An easement for utility installation and maintenance thereof and ingress and egress of the Grantor and all others authorized to make such installations and maintain the same is reserved over the property covered by said easements as shown by the recorded plat of such property and the easements affecting said lots are reserved as shown on said recorded plat and in accordance therewith, whether such easement is over the rear property line or over the side property line. Said utility easements are for all utilities now or hereafter to be installed in said locations according to custom and usage from time to time.

26. The Corporation or other owner of any lot or lots in said subdivision may make more onerous restrictions in any deed to any particular lot increasing the floor space required for such particular lot or making any other changes in these restrictions which are more severe and more onerous than the restrictions herein contained with reference to said lot, with such increased restrictions to be incorporated in the deed or other instrument at or prior to the time of the sale and passing of title.

27. For the purpose of creating and continuing a uniform plan for the improvements of the property in this subdivision, the restrictions herein imposed shall be and are hereby imposed upon each lot or parcel of land in said subdivision as shown by the map or plat above mentioned and shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the corporation, its successors and assigns, and all subsequent purchasers of said property, or any part thereof, and each partner shall be subject to and bound by such restrictions, covenants and conditions as fully as if these restrictions were fully incorporated in the deed or other instrument under which they claim.

28. Invalidity of any one of these covenants, conditions, restrictions or limitations by judgment, decree, usage or howsoever invalidated, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Electronic Data Laboratories, Inc., acting by and through its duly authorized officers, has caused these presents to be executed on this 1st day of March, 1966.

ELECTRONIC DATA LABORATORIES, INC.

ATTEST:

Lynn C. Bouquet
Secretary

By Thomas G. Bousquet
President