

941855

RESTRICTIONS FOR
WALNUT CREEK ESTATES, SECTION ONE,
WALLER COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF WALLER §

WHEREAS, STANLEY DEVELOPMENT COMPANY, a Texas Corporation (hereinafter called "Grantor"), is the owner of a certain tract or parcel of land containing 86.9914 acres of land in the J.E. HERBERT Survey, A-208, and JAMES ROBINSON SURVEY, A-246, in Waller County, Texas, and;

WHEREAS, said tract has been subdivided into a recorded subdivision known as WALNUT CREEK ESTATES, SECTION ONE, recorded under Waller County Clerk's File Number 941651, and recorded in Volume 493, Page 313, of the Official Public Records of Waller County, Texas, Grantor does hereby create the following set of Restrictions for use in WALNUT CREEK ESTATES, SECTION ONE, in order to insure to all purchasers in said subdivision that the properties thereof will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners; and accordingly, the following conditions, restrictions and covenants are hereby established to be covenants running with the land, binding upon all tracts and future purchasers, or owners, their heirs and assigns, and all parties or persons holding possession under such purchasers or future owners in WALNUT CREEK ESTATES, SECTION ONE. Each purchaser or future owner, or party holding possession under such persons, agrees that as a part of the consideration for his purchase and deed, that each shall be subject to and bound by the conditions, restrictions and covenants as herein set forth.

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT GRANTOR, in consideration of the premises set forth above, does herewith place the following restrictions upon said WALNUT CREEK ESTATES, SECTION ONE, and each and every part and parcel thereof, to-wit:

ARTICLE I
Definitions

Section 1.01. "Association" shall mean and refer to the WALNUT CREEK ESTATES, SECTION ONE, Property Owners' Association, its successors and assigns, provided for in Article IV hereof.

Section 1.02. "Properties" shall mean and refer to all lots in WALNUT CREEK ESTATES, SECTION ONE, thereof, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 1.03. "Lot" and/or "Lots" shall mean and refer to all lots in WALNUT CREEK ESTATES, SECTION ONE, as shown on the recorded Subdivision Plat, which are restricted hereby to use for single-family residential dwellings.

Section 1.04. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but in the event of the execution of a Contract for Sale covering any Lot, the "Owner" shall be the purchaser named in the Contract. Those having only an interest in the mineral estate are not considered "Owners" for the purpose of this Declaration of Restrictions.

Section 1.05. "Subdivision Plat" shall mean and refer to the map or plat of WALNUT CREEK ESTATES, SECTION ONE, recorded in the Deed Records of Waller County, Texas.

Section 1.06. "Architectural Control Committee" shall mean and refer to the WALNUT CREEK ESTATES Architectural Control Committee provided for in Article V hereof.

Section 1.07. "Builder-Owner" shall be any person or entity who acquires a Lot or Lots for the purpose of engaging in business of construction of single-family residential dwellings thereon for the purpose of resale.

Section 1.08. "Single-Family Residence" shall mean and refer to built-on-site homes, manufactured homes and "mobile" homes.

ARTICLE II Reservations, Exceptions and Dedications

Section 2.01. The Subdivision Plat dedicates for use of such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated therein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2.02. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, water, oil and/or gas well gathering lines, or

any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 2.03. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 2.04. Declarant reserves the right, during installation of the roads and streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for by any other Owner or Owners.

Section 2.05. Neither Declarant nor any easement user using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land covered by said easements.

Section 2.06. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways, or drainage, water, gas, sewer, oil and/or gas well gathering lines, storm sewer, electric light, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement user or its agents through, along or upon the premises affected thereby or any part thereof, to serve said land or any other portion of the Properties. Where not affected by such an easement, title to any Lot or parcel of land within the Properties shall be subject to Declarant's right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party.

ARTICLE III General Provisions

Section 3.01. Term. These covenants shall run with the land and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of forty (40) years or any time thereafter, an instrument signed by a majority of the then Owners of the Lots has been recorded by which such Owners agree to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants contained herein, it shall be lawful for the Association or any other Lot Owner to prosecute any

proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or obtain other remedies for such violations. It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said Property by, through or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions and easements. It is further provided that the invalidation of any one or more of these easements, covenants or restrictions, or any part thereof, by a judgment of a Court or any Court order or in any other fashion, shall not in any way affect the other provisions hereto, which shall remain in full force and effect.

Section 3.02. Severability. Invalidation of any one of these covenants by judgment or other Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE IV Property Owners' Association

Section 4.01. Membership. Grantor has caused to be formed "Walnut Creek Estates Property Owners' Association," a Texas non-profit corporation (hereinafter called "Association"). The Association is inclusive of all of WALNUT CREEK ESTATES, SECTION ONE. The Association shall have the rights, powers and duties provided for herein and in its Articles of Incorporation and By-Laws and shall be governed by its Articles of Incorporation and By-Laws. The Grantor shall name the Directors of the Association until January, 2005, or at the Grantor's option, shall issue memberships in the Association before this date to the Owners of such Lots within the subdivision, as such Owners are shown on its records. The members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and By-Laws. Each Lot Owner shall be entitled to one (1) vote for each Lot owned by him.

Section 4.02. Maintenance Fund. Each tract shall be subject to an annual maintenance charge, hereinafter called "Maintenance Charge," of Sixty Dollars (\$60.00) per year. The Maintenance Charge for each tract may be increased or decreased annually, as determined by the Association, provided that such Maintenance Charge will be uniform as to all tract Owners. The Maintenance Charge shall be secured, collected, managed and expended as follows:

A. The Maintenance Charge for each Lot shall be due and payable monthly in advance. Maintenance Charges not paid when due shall bear interest at the rate of eighteen percent (18%) per annum

or such greater rate as may be provided by the laws of the State of Texas.

B. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the subdivision and the Owners of residential Lots therein. The Association shall, by way of illustration and not by way of limitation or obligation, expend the maintenance fund for improving and maintenance of common areas, amenities, "reserves," vacant Lots, easements, street lighting, enforcement of these Restrictions by action at law or in equity, or otherwise, paying Court costs as well as reasonable and necessary legal fees out of the maintenance fund, and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the subdivision and residential Lots therein. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misconduct. It shall not be required to expend funds at any time but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

C. To secure the payment of the Maintenance Charge, a vendor's lien is hereby retained on each Lot in favor of the Association, and it shall be the same as if a vendor's lien was retained in favor of Grantor and assigned to the Association without recourse in any manner on Grantor for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law, provided, however, that such lien may, at the option of the Association, be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the Owner of any Lot to secure the repayment of sums advanced to cover the purchase price for the Lot or the cost of any permanent improvement to be placed thereon, all by appropriate subordination instrument to be executed by the Association. The Association is authorized to enforce the lien through non-judicial foreclosure pursuant to Texas Property Code Section 51.002. The Grantor and through it the Owners, expressly grant to the Association a power of sale, through a trustee designated in writing by the Board of Directors of the Association in connection with any such liens. Such lien shall be enforceable only by the Association, its successors or assigns, and provided further, however, that under no circumstances shall the Association ever be liable to any Owner of any Lot or any other person or entity for failure or inability to enforce or attempt to enforce any such Maintenance Charge lien.

D. The provisions of this Section shall remain in effect so long as these Restrictions, and any extensions and/or amendments thereof, are in force.

E. The developer shall not be required to pay these annual Maintenance Charges.

ARTICLE V
Architectural Control Committee

Section 5.01. Approval of Building Plans. No building or other improvement shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan, showing the location of the structure, have been approved by the Architectural Control Committee in writing as to harmony of exterior design and color with respect to the total plan of development and any existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards which may be set by the Architectural Control Committee as hereafter provided. A copy of the construction plans and specifications and a plot plan, together with such additional information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plan, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion.

The granting of approval of the construction plans, specifications and plot plan shall constitute only an expression of opinion by the Architectural Control Committee that the terms and provisions hereof shall be complied with if the building or other improvement is erected in accordance with said construction plans, specifications and plot plan; and such approval shall not constitute any kind of waiver or serve to stop the Architectural Control Committee or any other person in the event that such building or improvement is not constructed in accordance with such plans and specifications but, nevertheless, fails to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability, by reason of the good faith exercise thereof, and the approval of such construction plans, specifications and plot plan shall in no way be construed as any warranty of the construction plans and specifications and plot plan or of the fitness of the proposed building or improvement, if constructed in accordance therewith.

Section 5.02. Committee Membership. The Architectural Control Committee shall be appointed by the Property Owners' Association, who by majority vote may designate a representative to act for them.

Section 5.03. Replacement. In the event of death or resignation of any member or members of said Architectural Control Committee, the remaining member or members shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove

constructions plans, specifications and plot plans submitted or to designate a representative with like authority.

Section 5.04. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards, provided, however, that such outline will serve as a minimum guideline, and such Architectural Control Committee shall not be bound thereby. The current Minimum Construction Standards are the standards established by Waller County, The State of Texas and The United States of America, and as are set forth herein in Section VI.

Section 5.05. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after forty (40) years from the date of this instrument. Thereafter, all duties and powers vested in said Committee by this Declaration of Restrictions shall automatically pass to the Property Owners' Association.

ARTICLE VI
Restrictions
Restrictions on All Lots in
WALNUT CREEK ESTATES, SECTION ONE

Section 6.01. General. It is expressly understood that all Lots, tracts and lands in all of said subdivision, with the exceptions hereinafter mentioned, shall be known and described as residential Lots and property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purpose. In this connection, it is understood and agreed that the tracts designated as the Mineral Reserve (drill site) in the Recorded Plat of WALNUT CREEK ESTATES, SECTION ONE, are not in any manner limited and restricted to residential usage.

The previous landowner has retained title to the minerals under the subdivision, and the Grantor has reserved the "Drill Site." This Drill Site is specifically limited to the production, storage and transportation of oil and gas and other minerals.

The one (1) Drill Site designated on the plat of WALNUT CREEK ESTATES, SECTION ONE, designated and specifically reserved to Grantor in a Special Warranty Deed dated May 10, 1983, from Sabine Corporation to Stanley Development Corporation, recorded in Volume 350, Page 800, of the Deed Records of Waller County, Texas, and said Drill Sites are specifically subject to the restrictions placed upon their use in said instrument.

Section 6.02. Violation of Covenants. If any of the said parties shall violate any of the covenants herein contained, it shall be lawful for any other person or persons owning a real property interest therein situated in said addition to prosecute

such proceedings at law or in equity against violators and to recover damages for the breach thereof for both injunctions and damages, or for any other relief obtainable for such violation.

Section 6.03. Community Spirit. It is the intent of the Grantor, STANLEY DEVELOPMENT COMPANY, to try to maintain WALNUT CREEK ESTATES, SECTION ONE, as a most desirous community, a place to live and enjoy and of which to be proud. The intent of these Deed Restrictions is not to place restrictions on the Property Owners or their activities but to make the community a nice place to live. It is the desire of Grantor to have all landowners or occupants of WALNUT CREEK ESTATES, SECTION ONE, be good citizens and treat each other as they would like to be treated.

Section 6.04. Construction. Building plans must be submitted to the Architectural Control Committee in advance of any construction. Plans shall be drawn to scale and shall give detailed dimensions and set out all materials to be used in construction. All plans shall be drawn and construction completed in a manner which would be acceptable in the construction industry in Houston, Texas.

Section 6.05. Homes. All Lots are restricted to Single-Family Residences. The ground floor area of any residence built on the aforementioned tracts shall contain not less than 1,200 square feet of living area. Any one and one-half (1-1/2) and two (2) story residences built on the aforementioned Lots shall contain not less than 1,500 square feet of living area. No commercial business or other activity shall be maintained on any Lot.

Mobile homes or manufactured homes may be used as homes, provided they contain at least 1,200 square feet of living area. These homes must be clean and in good condition at the time of moving onto said Lots. Any mobile homes or homes which are moved onto a tract, which are more than one (1) year old, must be approved in writing by the Architectural Control Committee in advance of being placed on a Lot.

In order to make the construction of a home more enjoyable, the Deed Restrictions will allow the Property Owner to live in a camping trailer or motor home for a maximum of six (6) months while the home is being constructed, provided that the camping trailer or motor home is located behind the building line; however, this provision shall apply only if the Property Owner's home is actually under construction and only for a maximum of six (6) months. The camping trailer or motor home must be connected to a septic system approved by Waller County, Texas. After the Property Owner's home is constructed (or within six [6] months after starting construction of the home), the Property Owner will be required to revert to Section 6.07 hereof, which prohibits living in a camping trailer or motor home, either temporarily or permanently.

Section 6.06. Subdividing of Lots. As to any and all Lots contained in said subdivision, no one shall be allowed to subdivide any Lot into two (2) or more Lots for any purpose. All tracts are restricted to one (1) Single-Family Residence.

Section 6.07. Living Quarters. No tents, shacks, garages, barns, camping trailers, motor homes or outbuildings shall at any time be used for a residence, either temporarily or permanently, other than as noted in Section 6.05 hereof, nor shall any building be moved onto a Lot within the subdivision without the prior written approval of the Architectural Control Committee.

Section 6.08. Building Exteriors. All structures placed on the Property in said subdivision must have finished exteriors such as metal, masonry, wood, stone or glass. Any construction shall be of new materials (no used lumber shall be used or stored within the subdivision). Any structure being built within the subdivision must have a completed exterior within six (6) months after starting construction, and metal or wood siding shall have been painted or stained and all roofing and masonry work shall have been completed within six (6) months after starting construction.

Section 6.09. Skirting of Mobile Homes. All mobile homes in said subdivision must be skirted with either brick, stone, wood or aluminum siding within thirty (30) days from the date the mobile home is moved onto the Property.

Section 6.10. Trees and Timber. It is the intent of Grantor to maintain the trees and the "forest look" of the subdivision. No Property Owner shall cut timber or remove any trees which are larger than eight inches (8") in diameter from said Property without the prior written consent of the Architectural Control Committee.

Section 6.11. Driveways. All Property Owners shall construct a driveway using concrete reinforced culverts of at least eighteen inches (18") in diameter, or larger if required by Waller County, placed in the road ditch according to Waller County requirements. Driveways must be constructed within thirty (30) days after moving onto the Property.

Section 6.12. Septic Systems. Whenever a residence is established on the Property, all toilets shall be connected to a septic tank and drain field system which meets the Waller County Health Department standards and the Texas Department of Health standards.

Section 6.13. Water. The Lot purchaser may drill his or her own water well.

Section 6.14. Animals. No swine will be allowed within the subdivision, with the exception that these Deed Restrictions will

allow swine within the subdivision provided they are part of a bona fide project of Future Farmers of America ("FFA"). The FFA contestant will be required to provide proof that the swine are to be grown for an FFA project and that within a reasonable amount of time the swine will be removed from the subdivision. Household pets, such as dogs, cats and birds, will be allowed, provided they are kept on the Owner's Property and are not allowed to roam the neighborhood.

Two (2) horses or two (2) cows, or a combination of horses and cows but not more than a total of two (2) of the two types of animals, will be allowed per acre. These animals shall be kept in a fenced area so that they will not roam the subdivision. Their waste shall be contained on their Owner's Property, and their Owner shall use every means available to keep these animals from being a nuisance to other Lot Owners in the subdivision, either by smell, sight or sound.

Section 6.15. Usage. No noxious or offensive trade or activity shall be carried on upon this Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, such as allowing junk automobiles, tires or excessive garbage and trash accumulation on the Property.

Section 6.16. Hunting. No hunting or discharging of firearms will be permitted within the subdivision.

Section 6.17. Motor Vehicles. No inoperative motor vehicles will be stored or parked on the premises within the subdivision. All vehicles shall have a current license tag and state inspection sticker. No vehicle shall be parked in the road right-of-way.

Section 6.18. Drilling. No drilling or exploration of minerals is allowed within the subdivision, other than on the "Drill Sites."

Section 6.19. Setback Lines. All residences and buildings must adhere to the recorded Subdivision Plat setback lines. No building shall be located nearer than fifteen feet (15') to any interior Property Lot line, or nearer than twenty-five feet (25') to the rear Property line.

Section 6.20. Drainage. Drainage of streets, Lots or roadway ditches may not be impaired by any person or persons. Driveway culverts shall be of sufficient size to afford proper drainage of ditches without backing up water on or in the ditch, or diverting its flow.

Section 6.21. Signs. No sign of any kind shall be displayed to the public view on any Lot except one small sign of not more than six feet (6') square advertising the Property for rent or sale.

Section 6.22. Fences. Any fence which faces a street must be of wood or steel construction. No barbed-wire fencing facing a street shall be allowed. All fences, including their location, must be approved in writing by the Architectural Control Committee.

Section 6.23. Soil and Ponds. No Property Owner shall excavate, remove or sell the soil other than what may be necessary for the reasonable use, upkeep and maintenance of the Property. The digging and excavation of ponds will be allowed, provided that none of the soil leaves the premises of the Property. Digging of ponds shall not impede or restrict the natural drainage of the subdivision. All digging of ponds, including their location, must have the prior written approval of the Architectural Control Committee.

Section 6.24. Lot Maintenance. The Owners or other occupants of any Lot, at all times, shall: keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner; keep all fences painted; in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted; and not permit the accumulation of garbage, trash or rubbish of any kind on a Lot. The drying of clothes in full public view is prohibited. Owners or other occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible fully to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes; yard equipment; wood piles; or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the Owner or other occupant of any Lot in observing the above requirements or any of them, such default continuing more than ten (10) days after written notice thereof, the Association or its agents or assigns may, at its option, without liability to the Owner or other occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass, cause such fence to be painted, and/or remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these Deed Restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition. The Association may charge the Owner or other occupant or occupants, as the case may be, who agree by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. The payment of such statement shall be secured by a vendor's lien retained for the benefit of the Association as hereinafter set forth in Article IV.

Section 6.25. Sign Easement. The Grantor has reserved a sign easement on the following lots:

- Lot 1, Block 1
- Lot 35, Block 2
- Lot 14, Block 1

This sign easement shall be for the installation and maintenance of the subdivision identification signs. This easement shall be thirty (30') feet square and be located in the southwest corner of Lot 1, Block 1, the northwest corner of Lot 35, Block 2, and the southeast corner of Lot 14, Block 1.

EXECUTED this the 28th day of April, 1994.

STANLEY DEVELOPMENT COMPANY, a
Texas Corporation

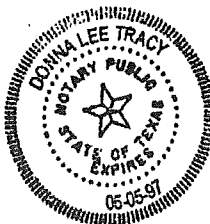
BY: Lloyd A. White

LLOYD A. WHITE, PRESIDENT

THE STATE OF TEXAS §

COUNTY OF WALLER §

THIS instrument was acknowledged before me on this the 28th day of April, 1994, by LLOYD A. WHITE, President of STANLEY DEVELOPMENT COMPANY, a Texas Corporation, on behalf of said corporation.



Donna Lee Tracy
NOTARY PUBLIC, STATE OF TEXAS

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AFTER RECORDING RETURN TO:

STANLEY DEVELOPMENT COMPANY
1330 Blue Bell
Houston, TX 77038

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Filed for Record May 3
RECORDED May 6

A.D., 1994 at 1:35 o'clock P. M.
A.D., 1994 at 2:50 o'clock P. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas

By Deena Nolan Deputy