

122375

DEED RECORDS

VOL. 335 PAGE 895

WESTWOOD, SECTION ONE AND WESTWOOD, SECTION TWO

8476

SUBDIVISION USE RESTRICTIONS

THE STATE OF TEXAS     X  
                              X  
COUNTY OF WALLER     X

KNOW ALL MEN BY THESE PRESENTS: That Reids Prairie, Inc. (herein called "Owner"), being the owner of that certain tract of land located in the H & TC R.R. Company Survey, A-190, Section 31, in Waller County, Texas, which has been heretofore platted and subdivided into those certain subdivisions known as "WESTWOOD, SECTION ONE" and "WESTWOOD, SECTION TWO", the plat of said WESTWOOD, SECTION ONE, being filed for record in Volume 309, Page 336, of the Deed Records of Waller County, Texas, and the plat of said WESTWOOD, SECTION TWO, being filed for record in Volume 335, Page 183, of the Deed Records of Waller County, Texas; and desiring to create and carry out a uniform plan for the improvement, development and sale of all the tracts or parcels of land in said subdivisions for the benefit of the present and future owners of said tracts or parcels of land, does hereby adopt and establish the following reservations, restrictions, covenants, and easements, to apply uniformly to each tract or parcel of land located in said subdivisions; Save and Except Lot One (1) in Block One (1) and Lots One (1) and Three (3) in Block Two (2) in WESTWOOD, SECTION ONE, which lots are expressly excepted from the reservations, restrictions, covenants and easements herein established:

1.     Lots Excepted from Restrictions

Lot One (1) in Block One (1) and Lots One (1) and Three (3) in Block Two (2) in Westwood, Section One, are excepted from the provisions of this instrument, said lots being reserved for business or commercial use.

2.     Use Restrictions and Architectural Control

Every lot, tract or parcel of land in Westwood, Section One, and Westwood, Section Two, save and except Lot One (1) in Block One (1) and Lots One (1) and Three (3) in Block Two (2) in Westwood, Section One, shall be subject to the following restrictions:

(a) No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by the Architectural Control Committee as to quality of workmanship and materials and as to location. In addition, no building or other improvement shall be occupied by any person until the Architectural Control Committee approves such structure as suitable for occupancy. The Architectural Control Committee is composed of two (2) members whose names and addresses are: P. Mark Rice, 15435 FM 529, Houston, Texas, 77040; and Mark S. Robinson, 1217 Calhoun, Houston, Texas, 77002. In the event of the resignation, death or inability of either member of the Committee, the remaining member of the Committee shall have the full authority to designate a successor.

No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time following two (2) years after the date herein set out as the "date of adoption" of these restrictions, the owners of a majority of the lots in Westwood, Section One, and Westwood, Section Two, shall be empowered through a duly recorded written instrument to change the number and membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. For the purposes of voting on such changes in the number, membership, powers and duties of the Committee, each lot shall be entitled to one vote, regardless of the number of persons who may own such lot, and those persons purchasing a lot under a Contract for Deed shall be deemed to be an owner. The Committee's approval or disapproval of construction plans and specifications, as well as suitability for occupancy, as required by this covenant, shall be in writing. If the Committee fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit brought to enjoin the construction has been commenced prior to the completion of the improvements, then approval of such plans and specifications shall not be required. Likewise, if the Committee fails to give written approval that a building or other improvement is suitable for occupancy within thirty (30) days of a request for such approval, then approval of such structure for occupancy shall not be required and this covenant shall be deemed to have been fully satisfied.

(b) No improvements shall be erected or placed on any lot for the purpose of using such lot solely for the conduct of any commercial enterprise. Any business or commercial activity conducted on any lot must be carried on in conjunction with the use of such lot as a private family residence.

(c) No residence shall be erected or placed upon any lot which does not contain at least 1,000 square feet, exclusive of porches, garage or covered walkway. Every residence shall meet the building code requirements of Waller County, Texas.

(d) No residence shall be erected or placed on any lot nearer than fifty (50) feet from the frontage of said lot on the road which provides ingress and egress to the other lots and nearer than twenty (20) feet to an adjoining lot. All other structures, such as unattached garages, barns and sheds, shall be located behind the residence and shall not be nearer than ten (10) feet to an adjoining lot.

(e) No residence shall be erected or placed upon any lot which contains less than one-half (1/2) of an acre.

- (f) All structures to be used as a residence shall either be built upon a lot or be a manufactured home. In no case shall any structure built or placed upon any lot which is to be used as a residence have wheels; nor shall any structure to be used as a residence be permitted which has a hitch. Camp trailers and other vehicles suitable for recreational purposes shall be allowed to be stored on a lot; provided, that such vehicles shall be located only behind the residence and not closer than ten (10) feet to an adjoining lot.
- (g) No sign of any kind shall be displayed on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by Owner to advertise the property.
- (h) No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to nearby property owners.
- (i) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- (j) No outside toilets shall be erected, placed or used upon any lot. Sewage shall be disposed of by means of a septic tank.
- (k) No lot shall be used or maintained as a dumping ground for rubbish or as a storage place for junk. Trash, garbage or other waste shall not be left except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (l) All driveways to the road which provides ingress and egress to the other lots shall connect to the road over a culvert pipe of ample size to permit an adequate flow of water through the road ditches, or, if a bridge is used, it shall be of sufficient height to permit the free flow of water under it.
- (m) Livestock and animals considered pets shall be permitted; provided, that the number of such animals is not so great as to be noxious or offensive to nearby property owners.
- (n) Discharge of firearms, pellet guns and air rifles on any lot or on the adjoining roadway shall not be permitted.
- (o) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1999, after which date said covenants shall be automatically extended for successive twenty (20) year periods unless an instrument executed by seventy-five percent (75%) of those persons then holding title to the lots in Westwood, Section One, and Westwood, Section Two, covered

by this instrument, has been recorded, agreeing to change said covenants in whole or in part. For the purpose of determining whether seventy-five percent (75%) of those persons then holding title to the lots have agreed to change these covenants in whole or in part, each lot shall have one (1) vote regardless of the number of persons who may own such lot.

(p) Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either specifically to enforce such covenants or to recover damages for their breach.

(q) Invalidation of any one of these covenants by judicial decree shall in nowise affect the force and effect of any other covenant.

Date of Adoption: August 17, 1981.

REIDS PRAIRIE, INC.

BY

*Mark S. Robinson*

MARK S. ROBINSON, President

*P. Mark Rice*

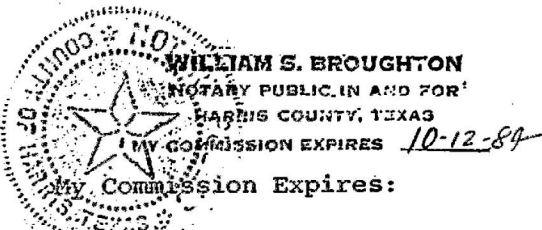
P. MARK RICE, Secretary

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared MARK S. ROBINSON, President of Reids Prairie, Inc., a Texas corporation, 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, and as the act and deed of said corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 19<sup>th</sup> day of December, 1981.



*W. S. Broughton*  
NOTARY PUBLIC in and for HARRIS  
COUNTY, TEXAS

JOINDER OF MORTGAGEE

DEED RECORDS

VOL 335 PAGE 899

The undersigned, MARY JO TRIMBLE as Successor Trustee to JOHN TRIMBLE, Trustee, and WALLER LAND AND INVESTMENT COMPANY, a Texas corporation, being the owners and holders of an existing mortgage and liens upon and against the real property located in Waller County, Texas, which has been plotted and subdivided into those certain subdivisions known as "Westwood, Section One", and "Westwood, Section Two", do hereby consent to and join in the adoption of the foregoing subdivision use restrictions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but each of the undersigned agrees that said mortgage and liens shall hereafter be upon and against all of said property, except such property or tracts as may from time to time specifically be released by the undersigned.

EXECUTED this 1st day of April, 1981.

Mary Jo Trimble, Trustee

MARY JO TRIMBLE, as Successor  
Trustee to JOHN TRIMBLE, Trustee

WALLER LAND AND INVESTMENT COMPANY

ATTEST:

BY \_\_\_\_\_

BY Mary Jo Trimble  
President



THE STATE OF TEXAS

COUNTY OF

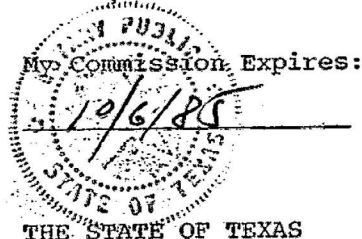
*Waller*

DEED RECORDS

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BEFORE ME, the undersigned authority, on this day personally appeared MARY JO TRIMBLE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the *1st* day of *April*, 1981.



COUNTY OF

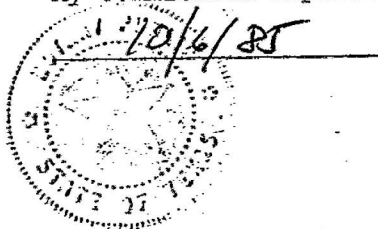
*Claude B. Lilly*  
NOTARY PUBLIC in and for  
COUNTY, T E X A S

CLAUDE B. LILLY  
Notary Public, State of Texas  
My Commission Expires *10/6/85*

BEFORE ME, the undersigned authority, on this day personally appeared *MARY JO TRIMBLE*, President of WALLER LAND AND INVESTMENT COMPANY, a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the *1st* day of *April*, 1981.

My Commission Expires:



*Claude B. Lilly*  
NOTARY PUBLIC in and for  
COUNTY, T E X A S

CLAUDE B. LILLY  
Notary Public, State of Texas  
My Commission Expires *10/6/85*

JOINDER OF MORTGAGEE

DEED RECORDS

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The undersigned, WILLIAM J. MORGAN, EDWARD D. MORGAN and KYNN R. MORGAN, being the owners and holders of an existing mortgage and liens upon and against the real property located in Waller County, Texas, which has been plotted and subdivided into those certain subdivisions known as "Westwood, Section One", and "Westwood, Section Two", do hereby consent to and join in the adoption of the foregoing subdivision use restrictions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but each of the undersigned agrees that said mortgage and liens shall hereafter be upon and against all of said property, except such property or tracts as may from time to time specifically be released by the undersigned.

EXECUTED this 30<sup>th</sup> day of Dec., 1981.

William J. Morgan  
WILLIAM J. MORGAN

EDWARD D. MORGAN

BY William J. Morgan  
WILLIAM J. MORGAN  
Attorney in Fact

KYNN R. MORGAN

BY William J. Morgan  
WILLIAM J. MORGAN  
Attorney in Fact

THE STATE OF TEXAS  
COUNTY OF Waller

DEED RECORDS  
VOL 335 PAGE 902

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM J. MORGAN, 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 30<sup>th</sup> day of Dec., 1981.

C. N. Maddox  
NOTARY PUBLIC in and for  
Waller COUNTY, T E X A S  
my Commission Expires 3/10/84

THE STATE OF TEXAS  
COUNTY OF Waller

C. N. MADDOX

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM J. MORGAN, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact of EDWARD D. MORGAN and as Attorney in Fact of KYNN R. MORGAN, parties to the foregoing instrument, and acknowledged to me that he executed the same as Attorney in Fact for the said EDWARD D. MORGAN and as Attorney in Fact for the said KYNN R. MORGAN, and that the said EDWARD D. MORGAN, and that the said KYNN R. MORGAN, executed the same by and through him, for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of Dec., 1981.

C. N. Maddox  
NOTARY PUBLIC in and for  
Waller COUNTY, T E X A S  
my Commission Expires 3/10/84  
C. N. MADDOX

Filed for Record Apr. 05, A.D., 1982 2:05 o'clock P. M.  
Recorded Apr. 07, A.D., 1982 11:00 o'clock A. M.

ELVA D. MATHIS, COUNTY CLERK, Waller County, Texas

By Dandra J. Deckers Deputy