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WESTWOOD SHORES  
RESERVATIONS, RESTRICTIONS AND COVENANTS  
SECTION 14

**FILED**

at 10:50 o'clock A.M.

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JORENE LEGG  
COUNTY CLERK, TRINITY CO., TEXAS

By *JL* Deputy



WESTWOOD SHORES, SECTION FOURTEEN

RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS )

COUNTY OF TRINITY )

KNOW ALL MEN BY THESE PRESENTS:

That Westwood Shores, Inc., a Texas Corporation ("Developer"), having its principal office in Houston, Harris County, Texas, being the owner of that certain tract of land which has heretofore been platted into that certain subdivision known as "Westwood Shores, Section Fourteen" according to the plat of said subdivision recorded in the Office of the County Clerk of Trinity County, Texas, on January 8, 1979, after having been approved as provided by law, and being filed under Clerk's File Number 81, and recorded in Volume 2, Page 146 of the Map Records of Trinity County, Texas; and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said Westwood Shores, Section Fourteen (hereinafter referred to as the "Subdivision") does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision:

I.

GENERAL PROVISIONS

Applicability 1.01. Each Contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

Dedication 1.02. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

1.03. For the purposes of these Restrictions and for the purpose of interpreting the provisions contained upon the plat of the subdivision, the "Front Line" of each lot shall be the common boundary of such lot with a street, and in the case of a corner lot (with a common boundary on two streets or on one street and a culdesac) the boundary which is shorter. The boundary of the lot opposite the front lot line shall be the "Rear Lot Line" and all other lot lines shall be "Interior Lot Lines" or "Side Lot Lines".

Reservations 1.04a. The utility easements dedicated on the recorded plat or specified within this instrument are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Trinity County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance, and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper. The owner of each lot shall have the right of ingress and egress over the easement on the front of each lot and any side easement adjacent to a street right of way and shall have the further right to construct asphalt or concrete paving walks, etc. across such easement for access purposes.

b. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer, its successors and assigns.

c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.

d. The Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein; any such change or addition to be effected by appropriate instrument recorded in the Office of the County Clerk of Trinity County, Texas.

e. When necessary or convenient for the installation and or maintenance of any utility system or systems, the Developer or any utility company making such installation in utility easements dedicated on the above mentioned plat or dedicated herein or hereafter created in the Subdivision may without liability to the owner of the land encumbered

by such utility easements, remove all or any trees and other vegetation within the utility easements. When necessary or desirable for the maintenance of such utility systems or systems, Developer or a utility company may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the owner of such shrubbery or trees. When necessary or convenient for the installation and or maintenance of any drainage easement, the Developer, Utility District or municipality making such installation or providing such maintenance may without liability to the owner of the land encumbered by such drainage easement, remove all or any trees and other vegetation within the drainage easements. When necessary or desirable for the maintenance of such drainage easements Developer, Utility District or municipality may trim trees and shrubbery or roots thereof which overhang or encroach into such easements, without liability to the owner of such shrubbery or trees.

f. Any utility easement shown on the recorded plat may be used as a drainage easement for the construction of drainage facilities but any such use shall not unreasonably interfere with the use of such easement for utilities. Any drainage easement shown on the recorded plat or specified within this instrument may be used as a utility easement upon the same terms as in 1.04(a) above but such use as a utility easement shall not interfere with the use of such easement for drainage purposes.

g. The Developer or any utility company may enter or cross any lot or lots to make improvements to existing drainage or utility easements as deemed necessary.

Duration 1.05. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it on them to a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded; whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

Enforcement 1.06. In the event of any violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of Westwood Shores) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such provisions.

Partial Invalidity 1.07. In the event that any portion of the provisions hereof shall become of be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

Effect of Violations on Mortgagees 1.08. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless be enforced in accordance with its terms, subject, nevertheless to the provisions herein contained, including said Reservations, Restrictions, and Covenants.

## II.

### ARCHITECTURAL CONTROL

Basic Rule 2.01a. No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction, on any property in the Subdivision until the obtaining of the necessary approval of the Architectural Control Authority (as hereinafter provided) of the construction plans and specifications and a plat showing the location of such building or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

b. Each application made to the Architectural Control Authority (whether Developer or Architectural Control Committee) shall be accompanied by two sets of plans and specifications for all proposed construction to be done on such lot, including plot plans showing the location on the lot and dimensions of all proposed lots, driveways, curb cuts and all other matters relevant to architectural approval.

c. The Architectural Control Authority (whether Developer or Architectural Control Committee) shall have the power and authority to create, alter or amend building setback lines, utility easement lines, and requirements as to design of buildings and materials to be used in the construction thereof for any lot or lots within the Subdivision provided that such authority shall be exercised for the purpose of making the lot or lots so affected useful for the purpose for which they are designed or for the purpose of harmonizing and making esthetically attractive the Subdivision or the neighborhood of the Subdivision in which lots so affected are located, as such matters may be determined in the good faith judgment of the Authority.

#### Architectural Control Authority

2.02.a. The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Authority (hereinafter sometimes referred to as the "Authority") which Authority shall be the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the Westwood Shores Architectural Control Committee, in which event such authority shall be vested in and exercised by the Westwood Shores Architectural Control Committee (as provided in b. below), hereinafter referred to, except as to plans and specifications and plats theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plats, until approved or rejected.

b. At such time as all of the lots in the Subdivision and in all other Sections of Westwood Shores (as platted now or as may be platted from time to time, hereafter) shall have been sold by the Developer, then the Developer shall cause a Statement of such circumstances to be placed of record in the Deed Records of Trinity County, Texas. Thereupon, the lot owners in Westwood Shores may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the Westwood Shores Architectural Control Committee (herein referred to as the "Committee"). Each member of the Committee must be an owner of property in some Section of Westwood Shores. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by the owner. In the case of any building site composed of more than one (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site.

c. The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Developer in the Deed Records of Trinity County, Texas, and give notice of the time and place of such election (which shall be in Trinity County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Developer actually file any such Statement so long as it has not subdivided and sold the entirety of the property described in Deed recorded at Clerk's File No. 919 of the Deed Records of Trinity County, Texas, filed for record July 2, 1971, not to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

d. Votes of owners shall be evidenced by written ballot furnished by the Developer (or the Committee, after the initial election) and the Developer (or the Committee, after the initial election) shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written

appointment of such proxy is attached to the ballot as a part thereof.

e. The results of each such election shall promptly be determined on the basis of the majority of those owners then voting in such election.

f. The results of any such election and of any removal or replacement of any member of the Committee may be evidenced by the recording of any appropriate instrument properly signed and acknowledged in behalf of the Developer or by a majority of the then property owners voting in such election.

g. After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by thirty (30) or more lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefore designated by vote as set forth above.

h. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

i. If the Committee should fail or refuse to take any action herein provided to be taken by the Committee with respect to setting elections, conducting elections, counting votes, determining results and evidencing such results, or naming successor Committee members, and such failure or refusal continues for a period which is unreasonably long (in the exclusive judgment of the Developer) then the Developer may validly perform such function.

j. The members of the Committee shall be entitled to such compensation for services rendered and reimbursement for reasonable expenses incurred as may from time to time, be authorized or approved by the Developer. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund", hereinafter referred to.

Effect of  
Inaction

2.03. Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

Effect of  
Approval

2.04. The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail 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. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Developer.

III.

DESIGNATION OF TYPES OF LOTS

3.01. The lots in Westwood Shores, Section Fourteen, shall consist of the following two (2) types to wit:

- a. "Patio Creek Lots"  
Block 2, Lots 20 through 27, inclusive
- b. "Patio Golf Course Lots"  
Block 1, Lots 1 through 13, inclusive  
Block 2, Lots 1 through 19, inclusive

#### IV.

##### GENERAL RESTRICTIONS

4.01. All lots in the Subdivision shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements thereon or portion thereof, without the prior written consent of the Architectural Control Authority is prohibited.

4.02. No structure of a temporary character, trailer, mobile home, camper, vehicle, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, except, however, that a garage may contain living quarters for bona fide servants as long as the main residence has been completed and except, also, that a field office, as hereinafter provided, may be established.

Until the Developer has deeded to third parties all other lots in Westwood Shores (and during the progress of construction of residences in the Subdivision), one or more temporary field offices for sales and related purposes and one or more model homes may be located and maintained by the Developer (and/or its sales agents). The location of such field office or offices and model home or homes may be changed from time to time as lots are sold. The Developer's right to maintain such field office or offices and home or homes (or permit same to be maintained) shall cease when all lots in Westwood Shores (including Sections which may hereafter be platted), except the lot upon which said field office or offices or home or homes are located have been deeded to third parties, as aforesaid, by Developer.

4.03. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Architectural Control Authority constitute a danger or potential or actual disruption of other lot owners, their families or guests.

4.04. No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained nearer to the front lot line than the front building set-back line, nor additionally on corner lots nearer to the side lot building line than the building set-back line parallel to the side street. No fence, wall or hedge along the rear line or side line of any lot shall be erected or permitted without the written approval of the Architectural Control Committee. In order to avoid obstructing lines-of-sight at street intersections, no object in excess of two (2) feet in height above the grade level of the center line of the street at that location shall be permitted on corner lots within a triangular area which is formed by drawing a line which connects a point twenty-five (25) feet back from the intersection along the front boundary of each lot on the street which runs along such side.

4.05. The drying of clothes in public view is prohibited, and the owners or 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 to the public, shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

4.06. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash, rubbish, shrubs and trees. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Boats, trailers and other parked vehicles are to be stored in a location no closer to the street than the front building set-back line, or in the case of a corner lot the side building line facing the street.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions,

so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; however, the payment of such charge is not secured by any nature of lien on the property.

4.07. Before initial residential occupancy, no sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot in the Subdivision without the prior approval of the Architectural Control Authority; and any such approval which is granted by the Architectural Control Authority may be withdrawn at any time by the Architectural Control Authority (which notice in no event shall be less than five (5) days, thereupon the developer may remove same. Any sign must be approved by the Architectural Control Authority and be located on the front center of the lot and a maximum of one sign shall be on the lot. After initial residential occupancy of improvements on any particular lot in the subdivision, no sign, advertisement, billboard or advertising structure of any kind other than a normal "for sale" sign, applicable to such lot alone, approved by the Architectural Control Authority as to design may be erected or maintained on such lot. The location of any sign shall be on the front center of the lot and a maximum of one sign shall be on the lot.

The Architectural Control Authority shall have the right to remove and dispose of any such prohibited sign, advertisements, billboard or advertising structure which is placed on any lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

4.08. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

4.09. No outside aerial, pole or other device shall project above the highest ridge of the house by more than fifteen (15) feet.

4.10. No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any bow and arrow or any other device capable of killing or injuring.

4.11. Driveways shall be constructed entirely of concrete or asphalt or iron ore or shell or another all-weather material approved by the Architectural Control Authority.

4.12. No obstruction of any kind shall be permitted in any drainage ditch within the Subdivision; without limiting the generality of the foregoing, no culvert shall be installed or permitted in any drainage ditch unless the size thereof and the grade shall have first been approved in writing by the Architectural Control Authority.

4.13. No outside toilets will be permitted, and no installation of any type of device or disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto and the Architectural Control Authority.

4.14. No oil drilling, oil development operations, oil refining, or mining operation of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. At no time shall the drilling, usage or operation of any water well be permitted on any lot.

4.15. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Adjoining lots may not be consolidated into a composite building site where the construction of a single family residence or other approved structure would encroach on an easement area, dedicated by the plat or these restrictions, that presently contains utility facilities or is designated to contain utility facilities unless such easement shall have been abandoned by all utilities or other agencies entitled to the use thereof and by Trinity County, Texas. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than four thousand (4,000) square feet in area (and this shall supersede any contrary provision in the Subdivision plat). Any modification of a building site

(changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size of configuration, may be made only with the prior written approval of the Architectural Control Authority. Upon any such required approval having been obtained, such composite building site shall thereon be regarded as a "lot" for all purposes hereunder, except, however, that for purposes of voting for the Committee (as provided under Paragraph 2.b above), an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

4.16. No building shall be located on any lot nearer to the front line or nearer to any street side line than the minimum building set-back lines shown on the recorded plat nor upon or within any portion of any easement. For the purpose of the covenant, 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 a lot to encroach upon another lot.

4.17. There is a five foot wide anchor and guy easement extending twenty (20) feet beyond any utility easement or public right of way when and where necessary for guys and anchors to support overhead utility lines.

V..

### SPECIAL RESTRICTIONS

#### PATIO CREEK LOTS AND GOLF COURSE LOTS

In addition to the General Restrictions set forth in Section IV above, the following restrictions shall be applicable to all Patio Creek Lots, and Patio Golf Course Lots.

5.01. For the purpose of this Paragraph and other provisions of these Restrictions, the "front line" of each Patio Lot (as referred to herein) shall be the shorter side of each lot (recognizing that all Patio Lots are rectangular in shape and have two longer sides and two shorter sides) which is contiguous to a street as shown on the recorded plat, unless a deviation from this provision is approved in writing by the Architectural Control Authority.

5.02. Notwithstanding the provisions of Section 4.16 herein before, no building shall be located on any lot nearer to the front of the lot than twenty feet (20'). The plat shows a five foot (5') side building set back line on one side of each lot (indicated by a dashed line) except on Lots 5, 20, and 27 in Block 2, and no building shall be located within the side building set back line and the adjacent side lot line. There shall be no building line (herein called the zero ("0") building line) on the side lot line opposite the 5' building set back line unless otherwise shown on the plat.

5.03. The area within the side building set back line, as shown on the plat, shall be subject to a temporary easement for ingress and egress (work area encroachments and overhangs) during and in connection with construction of improvements on adjacent property. This same temporary easement described above may be renewed and extended from time to time to make repairs and to provide maintenance on the house or building on adjacent property. It shall be the responsibility of the lot owner using the above described easement to take care of the area and improvements located within this easement and to leave said area in the same condition, as is reasonably possible, as it was found.

5.04. The improvements erected on each Patio Lot shall provide for the off-street parking of at least two (2) automobiles.

5.05. No building shall be erected, altered, or permitted to remain on any Patio Lot other than one (1) single family residential dwelling not to exceed two (2) stories in height and an attached private garage (or other covered car parking facility) for not more than three (3) automobiles.

5.06. The living area of the structure (exclusive of porches, whether open or screened, garages or other car parking facilities, terraces and driveways) shall not be less than the following amounts for each of the designated particular type of lot:

PATIO CREEK LOT	1000 square feet
PATIO GOLF COURSE LOT	1200 square feet

5.07. The exterior side wall of the living area adjacent to or nearest to the zero ("0") building line shall be built parallel to that lot line. The Architectural Control Authority reserves the right to approve such deviations from this requirement as it deems necessary to maintain the architectural harmony of this Subdivision.

5.08. Each residential structure shall have a solid wall (no penetration i.e. windows, doors, etc., on the side facing the zero ("0") building line. This restriction shall not apply where the zero ("0") building line is adjacent to a green belt, golf course or common area.

5.09. Each structure must be built so that all of the structure is within the building lines with no roof overhangs, balcony overhangs or other such encroachments.

5.10. The wall adjacent to the zero ("0") building line shall be designed and constructed to have a one (1) hour fire rating. This requirement shall not apply where the zero ("0") building line is adjacent to a green belt, golf course or common area.

5.11. No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the prior written consent of the Architectural Control Authority. In no event shall the Architectural Control Authority approve any of the aforesaid along or near any lot line.

5.12. The following additional restrictions shall apply to  
to the following lots: Block 1, Lots 10 through 13, inclusive  
Block 2, Lots 20 through 27, inclusive

No improvement shall be erected upon any such lot unless the foundation slab is not less than 163.5 feet above sea level. The developer does not, by inclusion of this provision in these restrictions make any representation as to maximum height to which Westwood Lake or other water might rise or assume any liability with respect to floods or other rising water nor shall the Developer have any liability with respect to such matters.

## VI

### MAINTENANCE FUND

6.01. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to an annual maintenance charge, except as otherwise hereinafter provided.

6.02. The maintenance charge referred to shall be used to create a fund to be known as the "Maintenance Fund"; and each such maintenance charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot (or residential building site) monthly, in advance, on or before the first day of each month.

6.03. The maintenance charge shall initially be Twelve Dollars and Fifty Cents (\$12.50) per month unless and until such charge is hereafter changed; the maintenance charge may be changed from time to time by the Developer and shall be the amount determined by the Developer during the month preceding the due-date of said maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Developer.

6.04. In addition to the maintenance charge herein referred to, each lot shall be subject to a monthly charge for street lighting services; such charge will be included in the monthly bill from Gulf States Utilities Company to such lot owner, shall be in such amount as such utility company's rates establish from time to time, and shall be in addition to all other charges which such lot owner may incur for electric service.

6.05. In addition to the maintenance charge herein referred to, each lot shall also be subject to a monthly utility charge payable to Westwood Shores Municipal Utility District or a successor district which serves the lots to which these restrictions apply, which charge shall be payable from the first day of the month following the month in which a waterline and sanitary sewer line are extended by such Municipal Utility District to a location at which water and sewer services are available for residential use to the subject lot and shall continue until completion of construction of a house on such lot and connection of such house to such water line and sanitary sewer line; whereupon such charge shall terminate. This charge shall not, without the consent of the Developer, be applied to lots exempted from the maintenance charge pursuant to Section 8.07 hereof. The monthly utility charge shall initially be Four Dollars and Fifty Cents (\$4.50) per month unless and until such charge is hereafter changed. The monthly utility charge may be changed from time to time with the joint consent of the Developer and Westwood Shores Municipal Utility District.

6.06. The Developer shall have the option to treat the aforesaid street lighting charge and aforesaid utility charge as being secured by the same lien which secures the maintenance charge. The Developer shall have the right, at its option, to contract with either Gulf States Utilities Company or said Westwood Shores Municipal Utility District or both to collect said electric charge and/or said utility charge, in connection with collection of the maintenance charge.

6.07. The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall hereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business to a transferee engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owned by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer reserves the right at all time, in its own judgment and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interest. The Developer shall have the further right at any time, and from time to time, to adjust, alter or waive said maintenance charge from year to year as it deems proper; and the Developer shall have the right at any time to discontinue or abandon such maintenance charge, without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Trinity County, Texas declaring any such discontinuance of abandonment.

6.08. The maintenance charge collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the Developer for any purposes which, in the judgment of the Developer will tend to maintain the property values in the Subdivision, including, but not by way of limitation: Providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions and Covenants; reasonable compensation and reimbursement to the Developer and members of the Committee with respect to services performed by such Developer and Committee members incident to their duties hereunder; and generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve the property of the Subdivision. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of the Developer with respect thereto shall be final, so long as made in good faith.

6.09. In order to secure the payment of the maintenance charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which hereafter lends money for the purchase of any property in the Subdivision, and/or for construction (including improvement) and/or permanent financing of improvements on any such property.

6.10. These provisions as to the maintenance charge and Maintenance Fund shall continue in effect unless changed in the manner and at the time or time hereinabove provided for effecting changes in the restrictive covenants hereinabove set forth.

## VII

### RECREATIONAL FACILITIES MEMBERSHIP

7.01. There shall be included in the maintenance charge levied upon each lot a sum which shall be paid by the Developer to the entity which owns the golf course, marina, clubhouse, and other recreational facilities. The amount of such sum shall initially be \$9.00 per month and may be changed from time to time by Developer. Such portion of the maintenance charge (as well as all other portions thereof) shall be secured by the lien referred to in Section 8.09 hereof. The owner of each lot, the maintenance charge on which is current and not delinquent, shall be a member in good standing, for the particular month for which such charge is current as aforesaid, of such recreational facilities, subject to his good behavior and compliance with provisions of the By-Laws, Rules and regulations applicable to such facilities, and so long as he maintains such membership shall be entitled to the use of such facilities, upon payment

of the fees or charges for such use from time to time made by the owner of such facilities, it being understood that neither such membership nor payment of the maintenance charge nor any other term or provision of these Restrictions shall prohibit the owner of such facilities from making charges for foods or beverages or for use of the golf course or other recreational facilities from time to time existing, or from enforcing By-Laws, rules and regulations applicable to use of its facilities.

#### VIII

##### TRANSFER OF FUNCTIONS OF THE DEVELOPER

8.01. The Developer may at any time hereafter transfer to any corporation the duties and prerogatives of the Developer hereunder (including, without limitation, matters relating to maintenance charges and the Maintenance fund).

Any such delegation of authority and duties shall serve to automatically release the Developer from further liability with respect thereto and vest such duties and prerogatives in such assignee corporation. Any such delegation shall be evidenced by an instrument amending this instrument, placed of record in the Deed Records of Trinity County, Texas, and joined in by the Developer and the aforesaid assignee corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person.

#### IX

##### BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

EXECUTED this 6 day of February, 1979.

WESTWOOD SHORES INC.

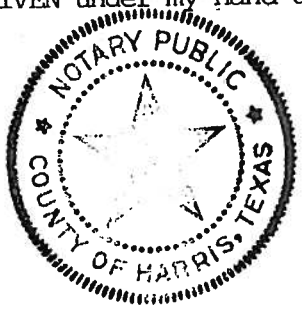
BY [Signature]  
J. B. Belin, Jr., President

Attest: [Signature]  
Assistant Secretary

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Belin, Jr., President of Westwood Shores, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 6<sup>th</sup> day of February, 1979.



[Signature]  
Notary Public in and for Harris County, Texas

E. JEAN WALKER  
Notary Public in and for Harris County, Texas  
My Commission Expires June 9, 1979

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, GIBRALTAR SAVINGS ASSOCIATION, a Texas Banking Corporation, as the lien holder against the aforesaid property, does hereby, in all respects, approve, adopt, ratify and confirm all of the above and foregoing Reservations, Restrictions, and Covenants and other foregoing provisions and subordinate said lien and all other liens owned or held by it thereto and does hereby join in the execution thereof and agree that same shall in all respects be binding upon the undersigned and the successors and assigns of the undersigned in all respects and upon the land thereby affected, notwithstanding any foreclosure of said Deed of Trust or any other lien in favor of the undersigned.

EXECUTED at Houston, Harris County, Texas on the 6<sup>th</sup> day of FEBRUARY, 1979.

GIBRALTAR SAVINGS ASSOCIATION

BY: *Charles L. Ackerman*  
Vice-President

Attest *Michael P. Brice*  
Assistant Secretary

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME the undersigned authority, on this day personally appeared *Charles L. Ackerman*, Vice-President of GIBRALTAR SAVINGS ASSOCIATION, a Texas Banking 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 considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6<sup>th</sup> day of February, 1979.



*Susan Ann Roberts*  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS X  
COUNTY OF TRINITY X

I, Jorene Legg, Clerk of the County Court in and for said County, do hereby certify that the annexed and foregoing instrument of writing with its certificate of authentication, was filed for record in my office 8<sup>th</sup> day of Feb, 1979, at 10:30 o'clock A M., and recorded the      day of     , 197    , at      o'clock      M., in Deed Record of said County in Vol.      on page     .

Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and year last above written.

*Jorene Legg*  
County Clerk Court, Trinity County, Texas

By *Joyce S. Stanley*  
Deputy