

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 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 system or systems, the developer or 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.

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.

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 or them for 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 or attempted 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 of such provisions.

Whenever used in this instrument, the term "Westwood Shores" shall be construed to include not only all sections of Westwood Shores subdivided by Developer or its assignors, but also all sections of Westwood Village.

Partial Invalidity 1.07 In the event that any portion of the provisions hereof shall become or 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 2.01 A. 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 of the 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 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 the lots so affected are located as such matters may be determined in the good faith judgement 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.

B. At such time as all of the lots in the Subdivision and in all other Sections of Westwood Village and 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, Westwood Village. Each lot owner shall be entitled to one (1) vote for each whole lot or building site owned by that 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, nor 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 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 an 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 buildings 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 All lots in the Subdivision are hereby designated "Townhouse Lots".

3.02 Townhouses on adjoining lots may be attached to each other and may have and use Party Walls, as defined in Section 6.01 hereof.

3.03 In addition to any other applicable designation, Lots 72 through 82, and 87 through 109, as shown on the recorded plat, are designated "Green Belt Lots".

IV. GENERAL RESTRICTIONS

4.01 All exterior materials of all residential structures on all lots shall be of such material as may be approved by the Architectural Control Authority (whether Developer or Architectural Control Committee).

4.02 All lots in the Subdivision shall be used only for 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 Developer, is prohibited.

4.03 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, that a field office, as hereinafter provided, may be established.

Until the Developer has decided to third parties all other lots in Westwood Village (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 Village (including Sections which may hereafter be platted), except the lot upon which said field office or office or home or homes are located have been decided to third parties, as aforesaid, by Developer.

4.04 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 that they are not kept, bred or maintained for commercial purposes and provided they do not constitute a danger or potential or actual disruption of other lot owners, their families or guests.

4.05 No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained within ten (10) feet of the front lot line, nor on corner lots within five (5) feet of the side lot line. 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 curb 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 it faces with another point twenty-five (25) feet back from the intersection along the side boundary of such lot on the street which runs along such side.

4.06 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.

4.07 All lots shall be kept at all times in a sanitary, healthful and attractive condition, 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 or rubbish. 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 by neighboring lots, streets or other property.

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 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.

4.08 No boat, camping unit, boat trailer, travel or other type trailer or motorcycle shall be brought into the subdivision, or any part thereof for any purpose whatsoever.

4.09 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 Developer; and any such approval which is granted by the Developer may be withdrawn at any time by the Developer (which notice in no event shall be less than five (5) days), thereupon the developer may remove same. Any "for sale" sign must be approved by the developer 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 Developer 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 Developer, until the Committee is selected, and thereafter, the Committee, shall have the right to remove and dispose of any such prohibited sign, advertisement, 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.

4.10 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 of improvements or to remove dead or unsightly trees.

4.11 If cable television is available to the subdivision, then no outside television aerials or satellite antennas may be used. In no event shall any outside aerial, pole or other device project above the highest ridge of the house by more than twenty (20) feet.

4.12 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.

4.13 Driveways shall be constructed entirely of concrete or asphalt or another all weather material approved by the Architectural Control Authority.

4.14 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.

4.15 No outside toilets will be permitted, and no installation of any type of device for 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 Developer.

4.16 No oil drilling, oil development operations, oil refining, or mining operations 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.

4.17 No building shall be located on any lot upon or within any portion of any easement without consent of those utility companies operating within the subdivision and approval by Trinity County Commissioner's Court.

4.18 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. 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 or configuration, may be made only with the prior written approval of the Developer until the Committee is selected, and thereafter, only with the prior written approval of the Committee. Upon any such required approval having been obtained, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder, except, however, that for purposes of voting for the Committee (as provided under paragraph 2.02 D. above) an owner shall be entitled to one (1) vote for each whole lot within such owner's building site.

4.19 In addition to the Restrictions set forth elsewhere in this instrument, the following Restrictions shall apply to "Green Belt Lots":

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

V. GREEN BELT

5.01 There are shown on the aforesaid recorded plat a certain area designated as "Green Belt". No conveyance of any lot in the Subdivision shall be held or construed to include title to or any right or interest in the Green Belt.

5.02 Developer reserves the right to plan, clear and landscape all or any part of the Green Belt; to construct and maintain pathways and access routes for pedestrians thereon; and to use the Green Belt generally for doing any other thing necessary or desirable in the opinion of the Developer, directly or indirectly, to maintain or improve the Subdivision. The decision of the Developer with respect to the uses which may be made or permitted from time to time of the Green Belt shall be final, so long as made in good faith. Owners of all lots within the Subdivision may have use in common, one to each other, in using the Green Belt area and improvements located thereon according to the policies and regulations as may be established by Developer from time to time. Owners of lots adjacent to such Green Belt will have the use of said Green Belt in the same manner as prescribed for other property owners within the Subdivision but in addition, may enter upon said Green Belt or use said Green Belt for purposes which the Developer may from time to time permit; and may, with the prior approval of the Developer, landscape, plant grass, shrubbery or trees, and may take action necessary to maintain any grass, shrubbery, trees or improvements located upon the Green Belt to which this property is adjacent so long as such acts do not interfere with the rights reserved to the Developer in this paragraph.

5.03 The maintenance fees as provided for within this subdivision as well as other subdivisions may be used to improve or maintain this Green Belt in any manner as determined by the Developer.

VI. SPECIAL RESTRICTIONS

PARTY WALLS

In addition to the General Restrictions set forth in Article IV above, the following Restrictions shall be applicable to all Townhouse Lots (being all of the lots in the Subdivision):

6.01 A. In the event that any two buildings on Townhouse lots share a common wall (the "Party Wall"), then the following provisions shall apply with respect thereto unless the owners of such buildings provide otherwise by a written contract between them which has been approved in writing by the Architectural Control Authority (whether Developer or Architectural Control Committee).

B. Each wall or fence which is built as part of the construction of the house upon the building sites and placed on or adjacent to the dividing line between the building sites shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damaged due to negligence or willful acts or omissions shall apply thereto.

C. In the event of damage or destruction of a party wall, the cost of reasonable repair and maintenance shall be shared equally by the owners who abut the wall; each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If (other than in the case of damage by fire), either party's negligence or willful acts shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction; provided, however, that in the case of damage by fire, the party negligently causing such fire (if any) shall be liable only to the extent that such damage is not covered by insurance, and to the extent of insurance proceeds therefor, the other party shall not have any claim against the negligent party, nor shall any insurance carrier have any such claim through assignment, subrogation or otherwise. If either party shall fail or refuse to pay his share, or all of such costs in the case of negligence or willful act, the other party may have such wall repaired or restored and shall have a lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs (which lien shall be subordinate to and shall not affect the validity or priority of the lien of any mortgage or deed of trust in the premises of such defaulting party, in the same manner as provided in Section 1.08 hereof).

D. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the said building site owned by such owner and shall pass to such owner's successors in title.

E. Neither owner shall alter or change any such party wall in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that portion of the premises of the abutting owner on which said party wall is located, for party wall purposes.

F. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any building site in said multiple unit shall be deemed to accept said deed with the understanding that each and every purchaser is also bound by the provisions herein contained, and each and every purchaser by accepting a deed to any building site shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had executed this instrument.

6.02 In the event that two buildings on Townhouse Lots share a common wall (the "Party Wall"), then the Architectural Control Authority may require that such wall be constructed of such fire resistant materials as may be deemed necessary or desirable in its judgment or in order to comply with any federal, state or local building regulation or code; provided, however, that no owner of any Townhouse Lot shall be required to construct or pay for more than one Party Wall to be constructed of such fire-proof materials.

6.03 Each lot shall be subject to a temporary easement for ingress, egress and encroachments and overhangs during and in connection with the construction of improvements on adjacent property, and a permanent easement for minor encroachments due to the settling of structures erected on an adjacent lot. In addition, each lot shall be subject to a permanent easement for encroachments of one (1) foot or less due to the erection of an adjacent structure partially upon such lot due to mistake or inadvertence.

VII. SPECIAL RESTRICTIONS

TOWNHOUSE LOTS

In addition to the general restrictions set forth in Article IV, above, and in addition to the special restrictions set forth in Article VI above, the following Restrictions shall be applicable to all Townhouse Lots (being all the lots in the Subdivision).

7.01 No building shall be erected, altered or permitted to remain on any Townhouse Lot other than one (1) single family residential dwelling not to exceed two (2) stories in height.

7.02 The living area of the structure (exclusive of porches, whether open or screened, and terraces) shall be not less than 550 square feet for one (1) story residences, and not less than 750 square feet for two (2) story residences.

7.03 In the event two (2) buildings either on one or adjoining lots are so closely adjacent that the Architectural Control Authority reasonably believes that a fire in one might endanger the other, the Architectural Control Authority may require that such walls be constructed of such fire resistant materials and/or designed in such manner as will be necessary or desirable to prevent the destruction of property or in order to comply with any federal, state or local building regulation or code. Without limiting the discretion of the Architectural Control Authority, it is now intended that walls which are at least three but less than five feet apart will not be required to be constructed of fire resistant materials, but may have no windows or other openings therein, and walls which are five feet or more apart shall not be required to be constructed of any fire resistant material and may have such windows or openings as may be appropriate to the design of the structure.

VIII. MAINTENANCE FUND

8.01 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.

8.02 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) annually, in advance, on or before January 1st of each year, beginning 1984.

8.03 The maintenance charge shall initially be Five Dollars and Sixty-Four Cents (\$5.64) per month unless and until such charge is hereafter changed; the maintenance charge may be changed from time to time by Developer and shall be the amount determined by 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.

8.04 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 electrical service.

8.05 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 lines 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 the 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.

8.06 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.

8.07 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 thereupon 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 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 or abandonment.

8.08 The maintenance charges 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 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 or 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.

8.09 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 improvements) and/or permanent financing of improvements on any such property.

8.10 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.

IX. SPECIAL MAINTENANCE FUND

9.01 Each lot in the Subdivision shall, in addition to the maintenance charge referred to in Article VIII above, be and is hereby made subject to an annual Special Maintenance Charge, except as otherwise hereinafter provided.

9.02 The Special Maintenance Charge referred to above shall be used to create a fund to be known as the "Special Maintenance Fund", which shall be paid monthly, in advance, on or before the first day of each calendar month, beginning with the first day of the second full calendar month after the date of the purchase of the lot or residential building site.

9.03 The Special Maintenance Charge shall initially be Ten Dollars (\$10.00) per month unless and until such charge is hereafter changed; the Special 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.

9.04 The Special Maintenance Charge shall not, without the consent of the developer, apply to lots owned by Owner or 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 Special Maintenance Charge

shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the Special 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 shall not result in the applicability of the Special 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 shall have the further right at any time, and from time to time, to adjust; alter or waive said Special 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 Special 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 or abandonment.

9.05 The Special Maintenance Charges collected shall be paid into the Special Maintenance Fund and such funds to the extent collected, shall be used for mowing the lawns on the lots within the Subdivision, mowing and general maintenance of the area designated "Green Belt" within the Subdivision, and for such other usage as the Developer deems proper.

9.06 In order to secure the payments 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 improvements) and/or permanent financing of improvements on any such property.

9.07 These provisions as to the Special Maintenance Charge and Special 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.

X. RECREATIONAL FACILITIES MEMBERSHIP

10.01 In addition to and cumulative of all other charges, 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 Eleven Dollars and Eighty-six Cents (\$11.86) per month and may be changed from time to time by Developer. Such portion of the maintenance charge (as well and 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.

XI. TRANSFER OF FUNCTIONS OF THE DEVELOPER

11.01 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, Maintenance Fund, Special Maintenance Charge and Special 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.

XII. 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 14th day of September, 1983.

WESTWOOD SHORES, INC.

ATTEST:

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

[Signature]
Assistant Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. B. Belin, Jr., President of WESTWOOD SHORES, INC., 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 this the 14th day of September, 1983.

[Signature]
Notary Public in and for the State of Texas

L. K. ELSEY
Notary Public in and for the State of Texas
My Commission Expires March 2, 1985

