

Pauley File 23972
2/6/86

WEST POINT

RESERVATIONS, RESTRICTIONS AND COVENANTS

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

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 "West Point" according to the plat ("Plat") of said Subdivision recorded in the Office of the County Clerk of Trinity County, Texas, on _____, after having been approved as provided by law, and being filed under Clerk's File No. _____, and recorded in Volume _____, Page _____ 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 "West Point" (hereinafter referred to as the "Subdivision") does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, (herein sometimes referred to as the "Restrictions") which shall be and are hereby made applicable to the Subdivision, including all of the lots ("lots") described in the Plat:

I.

GENERAL PROVISIONS

1.01. Applicability: 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.

1.02. Dedication: The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

1.03. Definition of Lot Line: For the purposes of these Restrictions and for the purpose of interpreting the provisions contained upon the Plat of the Subdivision, the "Front Lot Line" of each lot shall be the common boundary of such lot with a street, and in the case of a corner lot (a lot with a common boundary on two streets or on one street and a cul-de-sac) 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".

1.04. Reservations:

a. The utility easements dedicated on the 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 (sometimes herein referred to as the "Owner") of each lot shall have the right of ingress and egress over such easements 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 easements 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 of 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, without the joinder of any Owner, 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 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 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 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 easements for utilities. Any drainage easement shown on the Plat or specified within this instrument may be used as a utility easement upon the same terms as in Section 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.

1.05. Duration: Unless amended in the hereinafter described manner, the provisions hereof 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.

1.06. Amendment: In addition to the amendment of these Restrictions in the manner provided in Section 1.05, these Restrictions may be amended or changed, in whole or in part, at any time prior to the "Control Transfer Date" (as hereinafter defined) by the written agreement or signed ballot of the Developer and the Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If these Restrictions are amended by a written instrument signed by the Developer and those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners within the Subdivision, such amendment must be approved by said Owners within three hundred sixty-five (365) calendar days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners may also vote to amend these Restrictions, in person or by proxy, at a meeting of the Owners (including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the By-Laws of the "Association" (as hereinafter defined) to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Owners (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the County Clerk's Office of Trinity County, Texas, accompanied by a certificate, signed by the Developer and a representative of the Association stating that the required number of Owners (including the Developer) executed the instrument amending these Restrictions or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than four (4) years after the date of filing of the amendment or termination.

The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by these Restrictions and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee.

1.07. Streets: The streets in the Subdivision are not dedicated to the public, but shall be conveyed to the Association and maintained and operated as private streets by the Association, with each Owner having an easement for the use and benefit of such Owner of a lot fronting thereon or adjacent thereto, which easements shall include rights of ingress, egress, and passage over and along said streets in favor of the Developer, the Association, the Owners and their respective legal representatives, successors and assigns, guests, invitees, licensees, designees, and the successors-in-title to each Owner and in favor of the invitees and designees of each successor-in-title to each Owner, but not in favor of the public. Subject to the terms and conditions of this Section 1.07, the private streets in the Subdivision, as shown on the Plat, are hereby dedicated as utility easements, strictly for the purpose of constructing, operating, maintaining, and repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground), or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the lots or other property within the Subdivision. The dedication of the private streets as utility easements shall not affect the Association's operation of the streets in the Subdivision as private streets, as set forth above in this Section 1.07.

Notwithstanding the Association's operation and maintenance of the streets in the Subdivision as private streets, Developer hereby grants to law enforcement agencies and officers of Trinity County and the State of Texas, other governmental law enforcement bodies, fire department officials and fire protection personnel, vehicles and equipment, ambulances, school buses, Trinity County officials and personnel, and other governmental officials and personnel, rights or ingress and egress and passage over, across and along said private streets of the Subdivision in connection with the performance of their official functions.

1.08. Enforcement: 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, Association 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.

1.09. Partial Invalidity: 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.

1.10. Effect of Violations on Mortgagees: 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, however, to all of the provisions herein contained.

II.

ARCHITECTURAL CONTROL

2.01. Basic Rule:

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 defined) 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 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 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 Architectural Control Authority.

2.02. Architectural Control Authority:

a. The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Authority for Westwood Shores (hereinafter sometimes referred to as the "Authority"), which Authority initially shall be the Developer; provided, 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, for which the Developer 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 or replatted, from time to time, hereafter) shall have been sold by the Developer (which sale is hereinafter referred to as the "Control Transfer Date"), then the Developer shall cause a statement ("Statement") of such circumstances to be placed of record in the Deed Records of Trinity County, Texas. Thereupon, the lot Owners in the Subdivision and 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 (sometimes herein referred to as the "Committee"). From and after the first election following the Control Transfer Date, each member of the Committee must be an Owner of property in some Section of Westwood Shores or the Subdivision. Each lot Owner shall be entitled to one (1) vote for each whole lot (a "whole" lot being a lot as originally platted of record without diminution) 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 to the Owners in Westwood Shores 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 the 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. Additionally, the Developer shall have the right to discontinue the exercise of such architectural control privileges and arrange for the election by the Owners at any time prior to the Control Transfer Date by filing a Statement to such effect in the Deed Records of Trinity County, Texas.

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 in the Deed Records of Trinity County 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 the 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 therefor elected 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 or other custodian of the "Maintenance Fund" (as hereinafter defined). The members of the Committee shall also be entitled to retain architects, engineers and contractors on a fee basis to assist the Committee in reviewing plans and specifications and inspecting lots and improvements. All such sums payable as compensation and/or reimbursement shall be payable only out of the Maintenance Fund.

2.03. Effect of Inaction: Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the party 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.

2.04. Effect of Approval: The granting of the aforesaid approval (whether in writing or by lapse of time) 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 an employee, officer or director of the Developer.

2.05. Variations: In furtherance of the exercise of the rights described in Section 2.01(c), the Authority may authorize variations in compliance with any of the provisions of these Restrictions or minimum acceptable construction standards or regulations and requirements promulgated from time to time by the Authority, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require a variance. Such variations must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee, as applicable. If any such variations are granted, no violation of the provisions of these Restrictions shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Restrictions for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way, the Owner's obligations to comply with all governmental laws and regulations affecting the property concerned and the Plat.

2.06. Notices of Completion and Noncompliance: Each Owner shall send a written notice of the completion ("Notice of Completion") of such Owner's construction of residential improvements to the Authority within fifteen (15) days after completion of such Owner's construction. If, as a result of inspections or otherwise, the Committee finds that any residential construction has been done without obtaining the approval of the Committee or was not done in conformity with the approved plans and specifications and plot plan, the Committee shall notify the Owner in writing of the noncompliance, which notice ("Notice of Noncompliance") shall be given, in any event, within sixty (60) days after the Committee receives a Notice of Completion. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. If for any reason other than Owner's act or neglect, the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt by the Committee and the Association of the Notice of Completion, the improvements constructed by such Owner on the lot shall be deemed in compliance if such improvements were, in fact, completed as of the date of the Notice of Completion. If, however, the Committee issues a Notice of Noncompliance, the Owner shall commence to correct the noncompliance without delay. If the Owner does not correct the noncompliance within forty-five (45) days after receipt of the Notice of Noncompliance or commence, within ten (10) days after receipt of the Notice of Noncompliance, the correction of such noncompliance in the case of a noncompliance which cannot reasonably be expected to be corrected within forty-five (45) days (provided that such Owner diligently continues the removal of such noncompliance) the Association may, at its option, record a Notice of Noncompliance against the lot on which the noncompliance exists, and/or may otherwise correct such noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred therewith, which reimbursement obligation shall be a charge on such Owner's lot and shall be a continuing lien (secured by the same lien which secures the maintenance charge). The right of the Developer or the Association to remedy or remove any non-compliance shall be in addition to all other rights and remedies which the Developer or Association may have at law, in equity, or under these Restrictions to cure such noncompliance.

III.

DESIGNATION OF TYPES OF LOTS

3.01. The lots in "West Point", shall consist of the following types, to-wit:

a. "Town and Country Lots" - Block 1, Lots 33 through 35 inclusive; and

b. "Lake Livingston Lots" - Block 1, Lots 1 through 32 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 cause potential or actual disruption of or to 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 Line than the building set-back line parallel to the side street. No fence, wall or hedge along the Rear Lot Line or Side Lot 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 placed, planted or 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 Association) 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 such Owner's lot to pay such statement immediately upon receipt thereof; and the payment of such charge is secured by the same lien which secures the maintenance charge.

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 or 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 feet (15').

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 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 by the Architectural Control Authority.

4.14. No oil drilling, oil development operation, 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 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 consist 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 or 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 Plat nor upon or within any portion of any easement. For the purpose of this 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 feet (20') beyond any utility easement or public right-of-way when and where necessary for guys and anchors to support overhead utility lines.

4.18. Each lot Owner shall use the central garbage dispenser for Westwood Shores as provided by the Westwood Shores Municipal Utility District, and the Westwood Shores Property Owners' Association (the "Association"), a Texas non-profit corporation.

V.

SPECIAL RESTRICTIONS

5.01. In addition to the General Restrictions set forth in Section IV. above, the following restrictions shall also apply to all lots in the Subdivision, any part of which lies between the elevations of one hundred thirty-one feet (131') and one hundred thirty-eight feet (138') above sea level. Each such lot is subject to a flowage easement as set forth in instrument from Sam Barnes, et al, to Trinity River Authority recorded in Volume 176, Page 750 and Volume 176, Page 762, Deed Records of Trinity County, Texas. In addition to being approved by the Developer (until the Architectural Control Committee is selected, and thereafter, by the Committee), plans for buildings and improvements on these lots must also satisfy the requirements of and be approved in writing in the form of a permit by the Trinity River Authority ("TRA"); and no such building or improvements shall be erected or permitted on any such lot unless same comply strictly with plans and specifications which have been approved as aforesaid.

5.02. Neither the Developer, nor its successors or assigns, shall be liable for any loss of use of or damage done to

any shrubbery, trees, flowers, improvements, bulkheads, piers (or any vessels attached thereto), fences, walls or buildings of any type or the contents thereof on any lot whatsoever in the Subdivision (whether or not any part thereof lies between said 131-foot to 138-foot elevations) caused by changes in the water level of Lake Livingston.

VI.

SPECIAL RESTRICTIONS

TOWN AND COUNTRY LOTS, LAKE LIVINGSTON LOTS

6.01. In addition to the General Restrictions set forth in Section IV. above, and the Special Restrictions set forth in Section V. above, the following restrictions shall be applicable to Town and Country Lots and Lake Livingston Lots.

6.02. Notwithstanding the provisions of Section 4.16 hereinabove, no building shall be located on any lot nearer to the Front Lot Line than twenty feet (20'). No building shall be located nearer than five feet (5') to any Interior Lot Line.

6.03. No building shall be erected, altered or permitted to remain on any Town and Country Lot, or Lake Livingston Lot, other than one (1) single-family residential dwelling, not to exceed two (2) stories in height, and an attached private garage (or other car parking facility) for not more than three (3) automobiles and other than bona fide servants quarters; provided, however, that the servants quarters structure shall not exceed the main dwelling in area, height, or number of stories.

6.04. The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways, and servants quarters) shall not be less than one thousand five hundred (1,500) square feet.

The exterior materials of the main residential structure and any attached garage (or other attached car parking facility) on all lots shall be of such material as may be approved by the Architectural Control Authority.

6.05. No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted along or near the common boundary of any such lot and any green belt without the prior written consent of the Architectural Control Authority in each instance.

6.06. In addition to the General Restrictions set forth in Section IV above and the Special Restrictions set forth in Section V above, the following restrictions shall also apply to all Lake Livingston Lots:

a. No pier, dock or other structure (other than a pier in connection with a bulkhead, as hereinafter provided for) shall be permitted which projects beyond the lot-line or into the water (whether within or outside of the lot-line).

b. A boat slip or other mooring place may be constructed at an indentation into a lot, or a bulkhead may be constructed at the water's edge (with or without a dock; which dock, if constructed, may extend not more than four

feet [4'] beyond the bulkhead) provided that the plans and specifications for such boat slip or bulkhead (and dock, if any) have been approved by the Architectural Control Authority and that the requirements of the TRA have been met and a permit for such construction has been issued by the TRA.

VII.

MAINTENANCE FUND

7.01. 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.

7.02. The annual 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.

7.03. The annual maintenance charge shall initially be Two Hundred Thirty-four and No/100 Dollars (\$234.00), currently payable to the Developer in monthly installments of Nineteen Dollars and 50/100 Dollars (\$19.50) each, which amount includes the recreational charge described in Article VIII 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 amended maintenance charge. All other matters relating to the assessment, collection, expenditure and administration of the Maintenance Fund shall be determined by the Developer.

7.04. 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.

7.05. 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 water line 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 Developer, be applied to lots exempted from the maintenance charge pursuant to Section 7.07 hereof. The initial monthly utility charge shall be Four and 50/100 Dollars (\$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 or successor district.

7.06. 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 the collection of the maintenance charge.

7.07. 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 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 reserves the right at all time, in its own judgment and discretion, to exempt any lot in the Subdivision from the maintenance charge, and the exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. 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.

7.08. Except for the recreational charge described in Article VIII, 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 these Restrictions; 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; operation, maintenance and repair of the streets within the Subdivision; and generally for doing any other thing necessary or desirable in the opinion of the Developer to maintain or improve the lots 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.

7.09. In order to secure the payment of the maintenance charge and other charges and assessments hereby levied, a vendor's lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Association to the purchaser

of each lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the maintenance charge and other charges and assessments hereby levied, each Owner of a lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument and filed for record in the Real Property Records of Trinity County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage pre-paid, registered or certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Trinity County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorneys' fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any maintenance charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 7.09 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the Developer prior to the Control Transfer Date (and the Association from and after the Control Transfer Date), acting without joinder of any other Owner or mortgagee or other person may, by amendment to these Restrictions filed in the Real Property Records of Trinity County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

The Association shall have the right to assign the lien described in this Article VII securing the payment of the maintenance charge and other charges and assessments to the appropriate

utility company or municipal utility district (in the case of utility charges), and to the Westwood Shores Country Club (in the case of the recreational facilities charge) and to the other applicable entities collecting such other charges and assessments. The assignment of said liens shall be evidenced in writing and filed for record in the Real Property Records of Trinity County, Texas. Upon the recordation of said assignment instrument(s), the assignee designated in said assignment instrument shall be entitled to exercise the same rights (to-wit: all of the Association's rights described in this Article VII) with respect to said entity's collection of the charge or assessment which is payable directly to said entity as the Association may exercise hereunder with respect to its collection of the maintenance charge.

7.10. In addition to the right of the Association to enforce the maintenance charge or other charges or assessments levied hereunder, the Association may file a claim or lien against the lot or the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued therein, (c) the legal description and street address of the lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

7.11. The liens described in Section 7.09 hereof and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide third party lender, including Association, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a lot who obtains title to such lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the lot free and clear of any claims for unpaid maintenance charges or other charges or assessments against such lot which accrued prior to the time such holder acquires title to such lot. No such sale or transfer shall relieve such holder acquiring title to a lot from liability for any maintenance charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a lot shall not affect the Association's lien for maintenance charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 7.09 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent maintenance charges or other charges for assessments upon which the proposed action is based; provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VII.

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

THAT, the undersigned, Gibraltar Savings Association, a Texas savings and loan association, as the lien holder against 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 this 10th day of February, 1986.

GIBRALTAR SAVINGS ASSOCIATION

By: Charles R. Ackerman
Vice President

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 10 day of February, 1986, by Charles R. Ackerman Sr. V. Pres of Gibraltar Savings Association, a Texas savings and loan association, on behalf of said savings and loan association.

TYPE, PRINT OR STAM NAME OF NOTARY AND COMMISSION EXPIRATION DATE BELOW

Lisa R. Lee
Notary Public, State of Texas
Lisa R. Lee
4-18-89

STATE OF TEXAS §
COUNTY OF TRINITY §

I, Elaine Lockhart, 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 on the 10 day of February 1986, at 11:00 o'clock, A.m., and recorded the 10 day of February 1986, at 11:00 o'clock, A.m., in Record of said county in Volume 358, on Page .

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

Elaine Lockhart
County Clerk Court, Trinity County, Texas

By: _____
Deputy

BM160A