

Deed Restrictions for Westwood, Section 3

**THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY X**

WHEREAS, LANDCRAFT, INC., a Texas Corporation, is the owner of all that certain real property comprising Westwood Three, herein as sometimes referred to as subdivision, according to the map and plat therefore recorded or to be recorded on the plat records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property, and

WHEREAS, LANDCRAFT, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that LANDCRAFT, INC., a Texas Corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said Westwood Three, owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by Landcraft, Inc., or its designated representative, or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said Landcraft, Inc., or its designated representative or such architectural control committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be delivered in person or by registered letter, addressed to purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefore. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. COMMERCIAL LOTS

The following lots are restricted for commercial or residential purposes:

Reserves A and C in Block 1

Reserve E in Block 2

Reserve D in Block 3

Reserve B in Block 9

Lots 36 thru 85, Block 1

Lots 1 and 2, 158 thru 161, Block 9

Lots 1 thru 36, Block 12

Lots 60 thru 61, Block 12

These are amended deed restrictions.

3. RESIDENTIAL LOTS

Except for the reserved lots as described on 2 above, all lots in said Westwood Three shall be known and designated as “residential lots” and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

- A. USE. No dwellings shall be erected altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for the use by a single family, together with such servants quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex apartment house or any form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist courts or tourist cottages or as places of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.**
- B. All dwellings erected on any residential lots shall have an interior area of not less than 1400 square feet, unless otherwise approved by Landcraft Inc., or such representative or architectural control committee as described in 1, above.**
- C. No buildings or structures shall be occupied or used until the exterior thereof is completely finished. No building may be erected between the building line as shown on the recorded plat and street. No building shall be erected nearer than fifteen (15) feet to any side street lot line.**

- D. No building or structure shall be erected on any lot nearer than five (5) feet, including roof overhang, from any interior lot line. The foregoing notwithstanding, the building lines and easements as set forth on the recorded map or plat of the subdivision and the easements hereinafter described shall control where applicable.**
- E. In no event shall any residential lot be used for any business purpose.**
- F. CONSTRUCTION. All materials used in the exterior construction of any residence or other structure must be approved by Landcraft, Inc., or its assigns or nominees before any structure may be erected and only new construction materials shall be used except for used brick. No concrete blocks shall be used in said construction and all buildings shall be built on a slab or solid concrete beam foundation, as approved by Landcraft, Inc., or such representative or architectural control committee as described on 1, above. In no event shall any old house or building be moved on any lot or lots in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto shall be completed within six (6) months after the start of foundation.**

4. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of way.

5. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not limited to: a truck larger than three-quarter (3/4) ton parked on lots or roads or permanently kept on property, and motor vehicles not properly licensed by the state of Texas, junk or wrecking yards, automobiles, trucks, or other vehicles used for parts.

6. EASEMENTS

Certain easements are reserved over and across lots in the subdivision as indicated on the recorded subdivision plat and as further set forth herein, for the purpose of furnishing and/or the movement of electric power, water, sewage, drainage, telephone services and petroleum substances in and through the subdivision and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to such easements. Such easements also include the right to remove all trees within the easements. All such easements further include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of this subdivision.

7. TEMPORARY STRUCTURES AND RESIDENCE

No trailer, mobile home, tent, shack, or barn shall be moved upon or built upon any lot in this subdivision nor shall any garage or other outbuilding be used as a temporary or permanent residence in this subdivision.

8. ANIMALS

No horses, cows, poultry or livestock of any kind other than house pets, may be kept on said property. No lot in this subdivision shall be used for commercial breeding and feeding of any animals or birds.

9. FENCES AND PLANTS

No fence or wall shall be located between the street and the building line. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times.

10. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by Landcraft Inc., or signs used by a builder to advertise the property during the construction and sales period, or signs approved by the Architectural Control Committee, advertising the business on a commercial lot.

11. ACCESS

No driveways or roadways may be constructed on any lot in this subdivision that will furnish access to any adjoining lots or property without the express written consent of Landcraft, Inc.

12. DRIVEWAYS

All driveways must be paved before any new house may be occupied in this subdivision. All parking lots and driveways must be paved before used by any commercial business in this subdivision.

13. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in Westwood Three, must be approved by the architectural control committee and in no event shall any such drain tile or culvert have an inside diameter of less than eighteen (18) inches.

14. UTILITIES

Each and every residence shall be required to connect to the water lines as soon as they are made available.

15. RESUBDIVISION

No lot may be re-subdivided without the written approval of Landcraft, Inc.

16. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

17. MATERIALS STORED ON LOTS

No building material or debris of any kind shall be placed or stored upon any lot except during construction.

18. MAINTENANCE FUND

- A. Each lot shall be subject to an annual maintenance fee of \$148.25 per year (starting in 2009), payable in monthly installments of \$12.35 (starting in 2009) or in advance on July 1st of each year. Said fee to be collected and dispersed by the officers of Landcraft, Inc., or its successors, or assigns or nominees.**
- B. All past due maintenance charges shall bear interest from their due date at the rate of ten per cent (10%) per annum until paid. Such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by Landcraft, Inc., upon the property herein conveyed, subject and inferior, however, to a purchase money lien or construction money lien, or both.**

Such annual charges may be adjusted at any time on any lot by Landcraft, Inc., or its successors or assigns or any such maintenance association as may be established.

Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:

- (1) To render constructive civic welfare for the promotion of the social Welfare of the community, and of the citizens of Westwood Three, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation.**
- (2) To promote and/or provide municipal services and educational and public recreational services and facilities for residents of Westwood Three.**
- (3) To acquire, maintain and construct buildings for property for public services and educational and recreational facilities.**
- (4) To do any other thing necessary or desirable or of general benefit to the community.**

19. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof indicated below unless the owners of at least 51% of the lots in the subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof; and, thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least 51% of the lots in the subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.

20. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon every purchaser, his (her) successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment or any court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as contained herein, and also such limitations as are shown on the map or plat of Westwood Three, Montgomery County, Texas, and when lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto on any such deed or conveyance to any lot or lots in said subdivision the same shall be the same force and affect as of said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been duly executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by Landcraft, Inc., or its successors or assigns.

IN WITNESS WHEREOF LANDCRAFT, INC., acting accordingly, has caused these presents to be executed, all thereunto duly authorized, on this 1st day of August, 1978.

ATTEST:

LANDCRAFT, INC.

SIGNATURE

SIGNATURE

Juanita Pools

James Bailey
President

Every attempt has been made to insure that this computer rendition is accurate. However, the final authority rests with the original which can be found in volume 1079, page 857 in the Montgomery County Clerk's office.

WITNESS my hand and seal of the Corporation this 15th day of February, 2001.

WESTWOOD LANDOWNERS ASSOCIATION, INC.

By: Carl Gerhardt

STATE OF TEXAS x
COUNTY OF MONTGOMERY x

This instrument was acknowledged before me on the 15th day of February, 2001, by Carl Gerhardt, President of Westwood Landowner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Diane Solis
Notary Public in and for the State of Texas

My commission expires:
7-27-03