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WILLOW RIDGE ESTATES  
SECTION III  
RESERVATIONS, RESTRICTIONS,  
COVENANTS AND EASEMENTS

REAL PROPERTY RECORDS

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

S  
S KNOW ALL MEN BY THESE PRESENTS:  
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THAT, WILLOW RIDGE ESTATES, INC. hereinafter called "Developer", a Texas Corporation, being the owner of that certain subdivision known as Willow Ridge Estates Section III according to the plat of said subdivision recorded in the office of the County Clerk of Montgomery County, Texas, on the 7th, day of July, 82, after having been approved as provided by law, and being recorded in Cabinet D, Sheet 36B, of the Map Records of Montgomery County, Texas, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said Willow Ridge Estates (hereinafter referred to as "The Subdivision"), does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions, Covenants, and Easements, which shall be and are hereby made applicable to the Subdivision; SAVE AND EXCEPT, Reserve "A" Therefrom; however, for a period of five (5) years, commencing with the date of recording, Reserve "A" shall be restricted like the remainder of the subdivision, except that Paragraphs 3.04, 3.05 and 3.06 of Article III shall not apply. At the expiration of five (5) years from date of recording, Reserve "A" shall no longer be restricted by the Reservations, Restrictions, Covenants and Easements of Willow Ridge Estates, but shall be utilized for residential purposes.

ARTICLE I

General Provisions

1.01 Each Contract, Deed or Deed of Trust which may be hereinafter 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, Restriction, Covenants and Easements 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 The utility easements and building set-back lines shown on the plat referred to above are dedicated subject to the reservations hereinafter set forth.

1.03 The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Montgomery 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 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.

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.

The Developer reserves the right to make changes and additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein.

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 any or all trees and other vegetation with the utility

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easements. When necessary or desirable for the maintenance of such utility system or systems, Developer or a utility company may trim trees and shrubbery or roots thereof overhang or encroach into such easements, without liability to the owner of such shrubbery or trees.

DURATION

1.04 The provisions hereof, including the Reservations, Restrictions, Covenants and Easements 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 the initial period of thirty-five (35) years or a successive period of 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 immediately upon recording same in the Deed Records of Montgomery County, Texas.

ENFORCEMENT

1.05 In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions, Covenants and Easements 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 violations 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 or persons have 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 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

PARTIAL INVALIDITY

1.06 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, Covenants and Easements shall remain in full force and effect, binding in accordance with their terms.

EFFECT OF VIOLATIONS ON MORTGAGEES

1.07 No violation of the provisions herein contained, or any portion thereof, shall effect 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.

ARTICLE II

ARCHITECTURAL CONTROL

Basic Rule

2.01 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 (as hereinafter provided) of the construction plans and specifications and the plot plan. 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.

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 walls, driveways, curb cuts and all other matters relevant to architectural approval.

The Architectural Control Authority (whether Developer or Architectural Control Committee) shall have the power and authority to create, alter or amend building set-back 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 were 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 judgment of the Authority.

A clearing permit must be issued by the Developer and/or Architectural Control Authority for any clearing (removal of any trees with a diameter in excess of two inches) that is anticipated to be done by the owner of each lot, or the builder who erects improvements thereon.

It is understood that there will be a uniform mail box plan set out by the Developer and/or the Architectural Control Authority, and that each property owner shall adhere to such plan.

ARCHITECTURAL CONTROL AUTHORITY

2.02 The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Authority (herein sometimes referred to as "Authority"), which Authority shall be the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the Willow Ridge Estates Architectural Control Committee, hereinafter re-

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ferred 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.

At such time as eighty-five percent (85%) of the lots in the Subdivision shall have been sold by the Developer to Owners who have or intend to use the property for residential purposes (not Building Contractors or others who are purchasing said property for the purpose of erecting improvements thereon for resale), then the Developer shall cause a Statement of such circumstances to be placed of record in the Deed Records of Montgomery County, Texas. Thereupon, said lot owners in the Willow Ridge Estates Subdivision may vote, as hereinafter provided, elect a committee of three (3) members to be known as the Willow Ridge Estates Architectural Control Committee (herein referred to as the "Committee"). Each member of the Committee must be an owner of property in the Willow Ridge Estates Subdivision. 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.

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 Montgomery County, Texas, and give notice of the time and place of such election (which shall be in Montgomery County, Texas). 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 eighty-five percent (85%) of the property heretofore platted as Willow Ridge Estates, nor to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

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.

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

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.

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 a majority of the lot owners in the Subdivision. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

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.

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.

Effect of Inaction

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

Effect of Approval

2.04 The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee members, notwithstanding that any such Committee member may be a Director of the Developer.



## ARTICLE III

## GENERAL RESTRICTIONS

Minimum size of Dwellings

3.01 No building shall be erected, altered, or permitted to remain on any lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories or thirty-five (35) feet in height and a private garage (or other covered 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, unless otherwise authorized by the Developer.

3.01A All garage automobile entrances will be side entrance only. No openings will be visible from the street, except for corner lots or as approved by Developer.

3.02 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 the following:

3000 square feet for one-story dwellings

3200 square feet for dwellings of more than one-story

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 Developer.

BUILDING LINES

3.03 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 aforesaid plat. No building, structure, driveway, walks or anything else shall be located on any lot nearer than fifteen (15) feet to an interior side lot line. Each owner shall leave a vegetation strip (a) thirty (30) feet wide in front of said owner's

property adjacent to the street and will, at all times, maintain the property and all right of ways, easements, etc. to curb line, (b) undisturbed fifteen (15) feet wide on each side of said owner's property, adjacent to each side lot line, and (c) undisturbed thirty (30) feet wide in the rear of said owner's property adjacent to the rear line of the lot; and, the only clearing allowed within the rear or side vegetation strips shall be that clearing done strictly for utility easements.

All houses built in this Subdivision shall face the front line of the lot on which each such house is built and all building line rules will be strictly enforced unless a deviation is expressly approved in writing by the Architectural Control Authority (whether Developer or Architectural Control Committee).

CONSOLIDATION OF LOTS

3.04 Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than 1.5 acres 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 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.

Use of Property

3.05 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, noise or otherwise, 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 for residential purposes is prohibited, without the prior written consent of the Developer until the Committee is selected, and thereafter without the prior written consent of the Committee. No tent, house trailer, camper trailer, camper vehicle, or motor vehicle (or portion thereof) shall be lived in on any lot. No antennas or towers for television, radio, ham or Citizen Band radio base stations, or for any other purpose shall be erected upon any lot without the prior written approval of the Developer and/or the Committee.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, except, however, that a field office, as hereinafter provided, may be established.

Until the Developer has sold all lots in Willow Ridge Estates (and during the progress of construction of residences in the Subdivision) a temporary field office for sales and related purposes may be located and maintained by the Developer (and/or other parties authorized by Developer). The location of such field office may be changed, from time to time, as lots are sold. The Developer's right to maintain or allow others to maintain such field office (or permit such field office to be maintained) shall cease when all lots in Willow Ridge Estates, except the lot upon which such field office is located, have been sold. No building may be used as a field office without the prior consent of the Architectural Control Authority (whether Developer or Architectural Control Committee).

Livestock

3.06 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 Developer and/or the Committee, constitute a danger or a disruption of other lot owners, their families or guests. The leash law will apply in Willow Ridge Estates.

3.06A Horses may be kept on the property under these special provisions:

(1) Application must be made with two (2) sets of drawings and specifications showing all structure, fencing, screening etc. These documents must be submitted to the Developer and approval must be given in writing prior to the commencement of any alteration to property.

(2) Any substruct, corral or special equipment will be, at all times, screened from the street sides and rear lot lines by natural screening.

(3) It will be at the discretion of the Developer to determine whether or not one or more horses will construct a danger or disruption of other lot owners on the lot or lots in question.

(4) It is understood that any approval granted is subjected to all of the conditions in this agreement and any other condition that may be granted with this approval. Any violation of the approval will rescind this approval and the horse will be required to be removed from the site, and the site will be put back to its natural state within thirty (30) days.

Good Appearance

3.07 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

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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 garbage or trash to be picked up shall be placed in standard, tightly closed plastic bags; no garbage or trash cans will be permitted near the front property line of any lot. Developer and/or the Architectural Control Authority may amend the requirements as to the containers which must be used.

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 campers are to be stored in natural enclosures sufficient to conceal them from the view of said neighboring lots, streets and 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 cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof; the payment of such charge may be secured by any nature of lien on the property or its occupants.

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Signs

3.08 No sign, advertisement, billboard or other 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, in which event, the party granted such permission shall immediately remove such structures.

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 so doing 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.

Injurious Devices

3.09 No lot in Willow Ridge Estates 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.

Driveways

3.10 Driveways shall be entirely of approved material and design with the prior permission of the Developer or of the Committee after it is chosen) and shall be constructed with a minimum width of nine (9) feet. The width of each driveway may flair to a maximum of sixteen (16) feet.

Parking

3.11 No parking of any vehicle, camper, boat, etc. on any lot, except where provided, paved and approved for by Developer and Association.

Sewage Disposal

3.12 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 as approved by the Developer.

OIL, GAS AND OTHER MINERALS

Development Prohibited

3.13 No oil and gas drilling, development, refining, or mining operations of any kind shall be permitted. No mineral or drilling rights are conveyed with deed. No drilling of water wells without the written consent of the Developer.

ARTICLE IV

WILLOW RIDGE ESTATES

COMMUNITY ASSOCIATION

Membership

4.01 Every person or entity who is an Owner of any of the properties which are subject to maintenance charge assessment by the Association, hereinafter sometimes referred to as the "Association". The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

VOTING RIGHTS

4.02 The Association shall have two classes of voting membership, identified as Class A and Class B members, defined as follows:

Class A: Class A members shall be all those Owners as defined in Section 4.01 with the exception of Developer. Class A members shall be entitled to one vote for each lot and/or building site owned; and if more than one person owns an interest in such lot and/or building site, the vote for such lot and/or building site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot and/or building site.

Class B: The Class B member shall be Willow Ridge Estates, Inc., its successors or assigns. The Class B member shall be entitled to four (4) votes for each lot in which it holds the interest required

for membership by Section 4.01; provided however, that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Nonprofit Corporation Act, and both classes shall vote together upon all matters as one group.

Nonprofit Corporation

4.03 Willow Ridge Estates Community Association, a nonprofit corporation, may be organized, and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation, in the event residents of Willow Ridge Estates so elect.

Bylaws

4.04 The Association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Inspection of Records

4.05 The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

Maintenance Charges

4.06 Each lot in Willow Ridge Estates, is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each lot within Willow Ridge Estates, to the Willow Ridge Estates Community Association. The maintenance charge is payable annually in advance (or at the option of the Developer monthly in advance) until a dwelling is erected on the lot and/or building site, at which



time the maintenance is payable in advance annual installments. The Developer and 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, shall pay twenty percent (20%) of the assessed rate. Every person who is an owner of more than one lot, except the Developer and 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, shall pay the full assessed rate on one lot and twenty percent (20%) of the assessed rate on all additional lots owned; except that when a dwelling is erected on any lot the full assessed rate will be paid for such lot regardless of the number of lots owned. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgment of the Association, require.

The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Willow Ridge Estates. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, and at its sole option, any and all of the following:

- (a) maintaining and operating parkways, rights-of-way, easements, esplanades and other public areas;
- (b) payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, covenants, restrictions, and conditions affecting the properties to which the maintenance fund applies;
- (c) payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen; and

- (d) doing any other thing or things necessary or desirable in the opinion of the Association to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the properties;

it being understood that the judgment of the Association in performing the aforementioned responsibilities shall be final and conclusive so long as such judgment is exercised in good faith.

Lien Reserved

4.07 To secure the payment of the maintenance fund established hereby and to be levied, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Developer shall convey such lots, a Vendor's Lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid United States certified mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular lot covered by such first mortgage lien to the holder thereof.

Commencement and Duration

4.08 The above maintenance charges and assessments obligations will commence to accrue upon the date of the initial sale of a lot or lots by Developer to an Owner; however, said maintenance charges and assessments shall not commence to accrue upon lots owned by Developer and 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 until two years after construction begins upon said lots; and, said maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the within covenants.

Defaulting Purchaser

4.09 It is specifically stated and agreed that any lot sold to persons or entities by the Developer by contract for sale of land, or deed with lien and note, or other instrument, and the purchaser defaults in the contract or note payments in any manner and said lot is repossessed, foreclosed or such contract cancelled by Developer, its successors or assigns, the Association will release its right to collect the past due maintenance charges, assessments and penalties on such lots from the Developer. Nothing herein contained shall relieve the purchaser in default from whom the lot was repossessed from his obligation to pay such delinquent charges, assessments and penalties to the Association.

## ARTICLE V

## ELECTRICAL POWER SERVICE

5.01 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 for residential electric services from Gulf States Utilities Company to each lot owner and shall be in addition to all other charges which such lot owner may incur for electric service. The exact amount of the street lighting

charge will be determined by Gulf States Utilities Company, and without limiting the right of Gulf States Utilities Company to establish a different amount in the future, the initial monthly street lighting charge shall be Fifty Cents (\$.50).

ARTICLE VI

FENCES

6.01 Lot owners may enclose their properties by fence, and may erect such a fence, if desired, on or near their side lot lines; however, such fence shall not extend past the rear line of the structure and shall be installed and maintained in such a manner as to least interfere with the natural vegetation existing upon said property. Provided, however, that chain link fencing shall not be used unless the fence is concealed from the view of neighboring lots, streets or other property; and, provided further the location and concealment of said fence must be approved by the Architectural Control Authority.

ARTICLE VII

REGISTERED AND BONDED BUILDERS

7.01 Any and all Builders, Contractors and/or Remodelers who do construction and/or remodeling work upon any type of structure within, or to be placed upon, any lot or lots in the Willow Ridge Estates Subdivision shall be a Registered Builder and a member in good standing of the Greater Houston Builders Association; and/or Montgomery County Builders Association; and shall have, and keep in full force and effect, a bond or bonds fully guaranteeing all material and workmanship, in accordance with the bonding requirements of said building association, unless otherwise approved by the Developer.

Each builder will be required to place in the hands of the Developer and/or the Architectural Control Committee a Builders' Deposit of Five Hundred and no/100 (\$500.00) Dollars, which will be held during the course of construction for the purpose of repairing any damage to streets, rights of way or adjoining property. In the

event such sum or any part thereof is not required to be used, the unused portion will be refunded to the builder within thirty (30) days of completion of construction. This may be waived at the discretion of the Developer and/or Architectural Control Committee.

## ARTICLE VIII

DRIVEWAYS OR OTHER ENTRANCES

8.01 Each property owner shall place the driveway or other entrances to his property at such locations as will not create an undesirable view for neighboring lot owners, said locations to be approved by the Architectural Control Authority.

At the driveway of each residence, one light will be placed on side of the driveway, such light to be an electric light. The design and location of each light must be submitted to the Architectural Control Committee and/or the Developer at the time construction plans are submitted for approval. The lot owner shall be responsible for the erection of such lights, and for the maintenance of each. The Developer and/or the Architectural Control Committee shall have the right to amend this provision in regard to the type of lights which will be allowed.

## ARTICLE IX

MISCELLANEOUS

9.01 LOU MAR, a partnership, joins in the execution of this instrument to evidence its consent to the creation of the hereinabove Reservations, Restrictions, Covenants and Easements effecting (1) seventy-four point sixty-four (74.64) acres described in that certain Special Warranty Deed, dated from DBC Development Corporation to Lou Mar, recorded in the Deed Records of Montgomery County, Texas, under file #8255111, and hereby agrees and declares that the restrictions imposed and/or set out in the hereinabove described property shall be the intent of Willow Ridge Estates, Inc., and that the Reservations, Restrictions, Covenants and Easements set out hereinabove shall govern and/or control the use of the property herein described.

Executed this 19<sup>th</sup> day of June 1983.

LOU MAR PARTNERSHIP

WILLOW RIDGE ESTATES, INC.

BY: Robert Miniari  
ROBERT MINIERI/partner

BY: Robert Miniari  
ROBERT MINIERI/president

212-01-1022

THE STATE OF TEXAS    X  
                              X  
COUNTY OF MONTGOMERY   X

BEFORE ME, the undersigned authority, on this day personally appeared Robert Minieri, President of Willow Ridge Estates, Inc., 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of June 1983, A.D.



Andrea M. Goodwin  
Notary Public in and for.  
Montgomery County, Texas  
My Commission Expires on the  
17th day of June, 1986.  
ANDREA M. GOODWIN  
Type or print Name of Notary

THE STATE OF TEXAS    X  
                              X  
COUNTY OF MONTGOMERY   X

BEFORE ME, the undersigned authority, on this day personally appeared Robert Minieri, President of DBC Development 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of June 1983, A.D.



Andrea M. Goodwin  
Notary Public in and for  
Montgomery County, Texas  
My Commission Expires on the  
17th day of June, 1986.  
ANDREA M. GOODWIN  
Type or print Name of Notary

212-01-1023

Texas Savings & Loan Association, chartered under the laws of the State of Texas, being the holder of a lien covering seventy-four point sixty-four (74.64) acres, being the hereinabove described subdivision, as evidenced by a Deed of Trust dated December 3, 1982, from Lou Mar Partnership, recorded in the Deed of Trust Records of Montgomery County, Texas, under File #8227978, joins in the execution of this instrument to evidence its consent to the creation of the hereinabove reservations, restrictions, covenants and easements and does hereby subordinate the lien held by it to the provisions hereof.

TEXAS SAVINGS & LOAN ASSOCIATION

BY:

Jenny Brown  
Jenny Brown  
Vice President

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Jenny Brown, Vice President of Texas Savings & Loan Association, 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of June 1983, A.D.



Becky Connell  
Notary Public in and for  
Montgomery County, Texas  
My Commission Expires on the  
6th day of May, 1987

Becky Connell  
Type or Print Name of Notary

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed  
in File Number Sequence on the date and at the  
time stamped herein by me, and was duly RECORDED  
in the Official Public Records of Real Property of  
Montgomery County, Texas.

JUN 29 1983



Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

1983 JUN 29 PM 2:46

Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS