

T442189

522-84-1744

*Notary*

**WINDWOOD SUBDIVISION  
DEED RESTRICTIONS**

*pe*

**SECTION ONE**

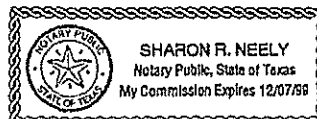
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\$17.00

In order to create a uniform plan for the orderly improvement and sale of property in said subdivision known as Windwood subdivision, the following restrictions are hereby established which covenants, conditions and restrictions shall be binding upon all tracts and purchasers of land in said subdivision, save and except Lots One (1) and Two (2) of Block One (1), and all subsequent purchasers and owners, including those who obtain the same by devise or inheritance, shall be bound by these restrictions, covenants and conditions:

1. These covenants are to run with the land and shall be binding on all tracts in, and all parties owning property in the subdivision and all persons claiming under them, until January 1, 1977, and at that time said covenants shall be automatically extended for successive periods of ten (10) years unless by a two-thirds (2/3) vote of the then owners of the lots, it is agreed to change the covenants in whole or in part.
2. If parties hereto, or any of them, or their heirs or assigns, or any owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to file a written petition with the Windwood Civic Association, Inc.'s Grievance Committee to attempt to settle the dispute. A copy of the petition shall also be given to the President of the Windwood Civic Association Inc. If the Grievance Committee cannot settle the dispute to the satisfaction of both parties, the petition shall be forwarded to the Board of Directors of the Windwood Civic Association, Inc. to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent person or persons from so doing either by prohibitive or mandatory injunction, or to recover damages or other dues from such violations. However if any property owner does not want to petition through the Windwood Civic Association, Inc., they may bring an action against another property owner for violating the restrictive covenants.
3. As a part of the consideration herefor, each purchaser or owner of property in the subdivision agrees for himself, his heirs and assigns, that said property shall be used for residence purposes only; single family dwellings only, and all dwellings shall have at least twenty percent (20%) of their exterior wall area covered with either brick, masonry stone, or paneling such as Redwood or Cypress. No residence shall be built or maintained on a building site smaller than the smallest lot as platted in the subdivision. Said dwellings to be constructed with not less than 1600 square feet of floor space, exclusive of porches and garages for a one-story dwelling, and/or 2000 square feet of floor space for a two-story dwelling, exclusive of garages and open porches, to be constructed on any lot thereof; no part of any building(s) or structure, including porches, overhangs and breezeways are to be located nearer than

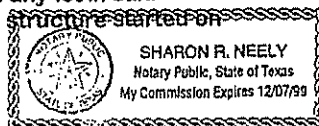
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522-84-1745

50 feet to the front lot line, nearer than 30 feet to any side street line, nor nearer than 25 feet to either side lot line, except that no dwelling, garage or other structure shall be established nearer than 70 feet to the west side Creekway Drive. No building(s), except a detached garage or other outbuilding(s) located 95 feet or more from the front lot line, shall be located nearer than 15 feet to any side lot line; in no instance shall any building(s) or any part thereof, be within 5 feet of any back property line,

4. No noxious or offensive trade or activity shall be carried on upon any lot or tract nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No permanent signs, billboards, posters, or any type of advertising devices shall be erected on any lot in said subdivision. A lot owner may, however, place a 'For Sale' sign or other similar sign advertising a lot for sale on the property, with dimensions no to exceed..15x17 inches.
5. No mobile/modular homes, trailer, basement, tent, shack, garage, barn or other outbuilding erected in any lot of Windwood Subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The raising or keeping of hogs or other livestock, including wild animals or any barnyard animals, on any lot in the Subdivision is strictly prohibited, however, consistent with its use as a residence, dogs, cats, and other domestic household pets may be kept on a lot, provided they are not kept, bred, or maintained for any commercial purposes. School projects such as the Future Farmers of America are specifically excepted herefrom. The raising of horses on a lot(s) is also excepted here provided that the horses are kept in an area of the lot specifically designed and designated for the horses. Furthermore, it shall be permissible to keep a maximum of two horses per acre. The limit of two horses per acre shall not apply to a mare and her foal. The mare and foal may be kept together for a period not to exceed nine months. All pets or horses must be kept within the area of the particular lot and in a lawful manner so as not to constitute a nuisance, and cannot be kept on any lot otherwise. The custody and care of the animals on any lot must be in strict compliance with any applicable state or county laws regarding same. No commercial junk yard, tourist camp, dance hall, beer garden, or any other business establishment or business activity shall be maintained on any of said land. However, given the changing nature of business and telecommuters, certain types of home-based business may be permitted provided the activity does not interfere with the subdivision's residential character. Underground septic tanks may be used and shall be installed as required by law.
6. Improvements shall be constructed on the lot concerned, except as herein provided, so as to front the street on which such lot fronts, and the corner lots shall be deemed to front on the street on which the respective corner lots have shortest dimensions. Drainage structures under private driveways shall have a minimum of one and three quarters square foot, that is, 18 inches in diameter pipe culvert and culverts or bridges shall be used for driveways and for walks. No garage apartment shall be constructed on any lot in said subdivision for, or used for, rental purposes. Any lawful structure started for



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any lot in said subdivision must be diligently completed within a reasonable time. All frame construction shall receive at least two coats of paint.

- 7. No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be placed on any part of any lot forward to the front building line of said lot without the consent of a two-thirds (2/3) vote of the members present at a regular or special meeting. No radio antennae, television antennae, aerial wires, satellite disc/dishes, trailers, mobile homes, recreational vehicles, unlicensed and/or inoperable vehicles shall be kept on any portion of any lot in front of the front building line of said lot. No structure of any kind shall be moved on to a lot.
- 8. All sales of tracts and dedications of streets in Windwood Subdivision shall be subject to easements over and across said tracts as indicated on the plat of said subdivision or that may be deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer, lines, structures; and such right of access to include the right to remove easements or rights of way to be for the general benefit of the subdivision and the property owners thereof.
- 9. Invalidation of any one or more of said covenants and restrictions by judgment, court order or other proceeding or by failure to enforce them shall in no way affect any of the other provisions.
- 10. The restrictions and provisions hereof shall inure to the benefit of the undersigned, their heirs and assigns, and also to the purchasers of said property and the foregoing restrictions, easements, covenants and conditions shall be deemed to be covenants running with the land and shall be binding upon the undersigned and all grantees who may purchase said lots or tracts in said subdivision, their heirs and assigns, or any other person claiming under them.

EXECUTED this 14<sup>th</sup> day of December, 1998

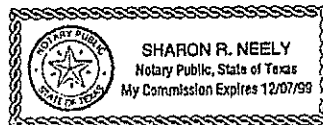
Darryl Roberts  
(Name)

DARRYL ROBERTS  
(Name)

102

MAIL TO:

PAUL LANDRY  
13518 CREEKWAY DR  
CYPRESS TX 77429



522-84-1747

SECTION TWO

THAT WHEREAS, WINDWOOD CIVIC ASSOCIATION, INC., of the land comprising WINDWOOD, an unrecorded subdivision in Harris County, Texas and more particularly described by meets and bounds in that certain instrument recorded in Vol. 3596, Page 231, of the Deed Records of Harris County, Texas to which instrument reference is hereby made for all purposes, do hereby add to the restrictions already on file and set forth in the instrument above referred to, do hereby make this Supplement to said restrictions which covenants, conditions and restrictions shall be binding upon all tracts and purchasers of land in said subdivision SAVE AND EXCEPT Lots One (1) and Two (2) of Block One (1); and all subsequent purchasers and owners, including those who obtain the property by devise or inheritance, shall be bound by these restrictions, covenants and conditions in addition to those already on file:

1. These covenants shall run with the land and be binding for the length of time and in the manner, and may be enforced in like manner as the restrictions set forth in Vol. 3596, Page 231, of the Deed Records of Harris County, Texas and these restrictions shall be as though they had been embodied in said instrument.
2. As additional insurance that the improvements to be constructed in this subdivision are sightly and that the designs of structures will blend into the subdivision no residence or other structure or improvements shall be constructed or accomplished or shall thereafter be maintained upon the premises unless and until it is approved in writing by the Architectural Control Committee. The application to the Architectural Committee of such plans and specifications shall include the exterior color scheme and design, location upon the building site with respect to the perimeter of the lot and topography showing ground and building elevations, should be in writing and is automatically approved if it is not rejected within forty-five days after [submission to the Architectural Committee. Windwood Civic Association, Inc. will make no further assessment against the property or the grantees thereof. However, there is reserved in favor of the Windwood Civic Association, Inc. as herein set forth the right to levy an assessment of an amount not to exceed the rate of \$40.00 per lot, per year, to be used for betterment, beautification, sanitation or improvement of the subdivision and it's lake and park. The Windwood Civic Association, Inc. also reserves the right to levy a special assessment to cover capital improvements and other unexpected costs upon the approval of a 2/3's majority vote of the owners present at a special or regular meeting, with the following provisos:
  - The Windwood Civic Association shall notify lot owners, in writing, 30 days prior to the meeting, that a vote for a capital improvement is to be taken at that meeting.
  - A description of the capital improvement, its total cost, and the amount to be assessed to each lot owner must be included with the notice.
  - Owners who cannot be present at the meeting shall have the right to submit their vote by written proxy.



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The owners of lots in said subdivision shall have one vote for each lot they own in forming and in governing the Windwood Civic Association, Inc., which sets its own by-laws or rules and the control over such matters referred shall be performed in such manner through officers, directors, trustees or groups as Windwood Civic Association, Inc. may determine.

- 3. All purchasers of lots, their heirs and assigns, agree to keep the property purchased as follows; grass and weeds shall be kept mowed to prevent unsightly appearance. Dead or damaged trees, which may create a hazard to property or persons within the Subdivision shall be promptly removed or repaired. Without any civil, criminal or other liability for any damages, the Windwood Civic Association, Inc., may enter, clean the lot, and charge the owners or subsequent owners of the property, the cost of cleaning, mowing, repair and other charges incurred. The right to levy, assess and collect the charges incurred under this paragraph, is vested with the Windwood Civic Association, Inc.
- 4. The regular and special assessments in Paragraph 2, above, and the charges incurred by the Windwood Civic Association, Inc., pursuant to Paragraph 3, above, shall be secured by a continuing Vendors Lien which will run with the land in favor of the Windwood Civic Association, Inc., its successors, heirs and assigns.

RECORDER'S MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED

EXECUTED this 14th day of December 1998

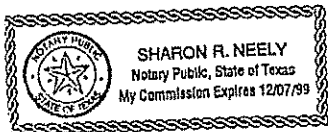
Darryl Roberts  
(Name)

\_\_\_\_\_  
(Name)

FILED  
98 DEC 16 PM 12:32  
*Sharon R. Neely*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

I hereby certify that the above named person signed above document on this the 14th day of December, 1998.

*Sharon Neely*  
December 14, 1998



522-84-1749

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number  
Subsequent to the date of the time elapsed herein by me, and that  
only RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

DEC 16 1998



*Barbara A. Huffman*

COUNTY CLERK  
HARRIS COUNTY TEXAS

234  
Drive and the Southeast and most Southerly corner of Block 2;  
THENCE South 30 deg. 13' 35" a distance of 60 ft. to the Place of Beginning, containing 2.28 acres, more or less.

HICKORY HILL LANE:

BEGINNING at the beginning point of Pine Belt Drive as pointed out hereinabove in the description of Creekway Drive;  
THENCE North 30 deg. 13' 35" East a distance of 60 ft.  
THENCE North 59 deg. 46' 25" West, 12.25 ft. to a 1" iron pipe, a point of curve;  
THENCE Northwesterly with a curve of radius 220.37 ft. a length of 207.69 ft. to a 1" iron pipe;  
THENCE North 04 deg. 46' 35" West, 45.0 ft. to a 1" iron pipe, a point of curve;  
THENCE Northwesterly with a curve of radius 286.48 ft. a length of 240.00 ft. to a 1" iron pipe;  
THENCE North 52 deg. 46' 35" West a distance of 72.39 ft. to a 1" iron pipe, the Southeast and most Southerly corner of Hickory Hill Lane, and place of beginning of the description of Hickory Hill Lane;  
THENCE North 04 deg. 26' 35" East a distance of 447.32 ft. to a 1" iron pipe, a point of curve;  
THENCE Northwesterly with a curve of radius 286.48 ft. a length of 195.84 ft. to a 1" iron pipe;  
THENCE North 34 deg. 37' 25" West a distance of 641.54 ft. to a 1" iron pipe, the North corner of Hickory Hill Lane and the West corner of Block 2;  
THENCE Southwesterly with a curve of radius 622.47, a length of 60.45 ft. to a 1" iron pipe, the Southwest and most Western corner of Hickory Hill Lane and the North corner of Block 3;  
THENCE South 34 deg. 37' 25" East a distance of 628.52 ft. to a 1" iron pipe, a point of curve;  
THENCE Southeasterly with a curve of radius 226.48 ft. a length of 154.42 ft. to a 1" iron pipe;  
THENCE South 04 deg. 26' 35" West a distance of 408.68 ft. to a 1" iron pipe a corner of Hickory Hill Lane and the most Southerly and most Easterly corner of Block 3;  
THENCE South 52 deg. 46' 35" East, 71.37 ft. to the Place of Beginning and containing 1.71 acres, more or less.

MEADOWVIEW DRIVE:

BEGINNING at the beginning point of Meadowview Drive as pointed out hereinabove in the description of Creekway Drive;  
THENCE Northwesterly with a curve of radius 989.38 ft. a length of 222.70 ft. to a 1" iron pipe;  
THENCE, North 34 deg. 37' 25" West at 960.83 ft. pass a 1" iron pipe, the East corner of Little Ranch Road, at 1023.41 ft. pass a 1" iron pipe, the East corner of Block 6, a total distance of 1488.94 ft. to a 1" iron pipe, the Southwest corner and Westernmost corner of Meadowview Drive;  
THENCE North 44 deg. 36' 55" East a distance of 61.10 ft. to a 1" iron pipe, a North corner of Windwood subdivision;  
THENCE South 34 deg. 37' 25" East a distance of 1500.33 ft. to a 1" iron pipe, a point of curve;  
THENCE Southeasterly with a curve of radius 929.38, a length of 196.17 ft. to a 1" iron pipe, the South and Southeast corner of Block 1 and the East and Northeast corner of Meadowview Drive;  
THENCE South 30 deg. 13' 35" West a distance of 61.40 ft. to the Place of Beginning and containing 2.34 acres, more or less.

STILLBROOK CIRCLE:

BEGINNING at the beginning point of Stillbrook Circle as pointed out hereinabove in the description of Creekway Drive;

THENCE North 59 deg. 46' 25" West a distance of 105.50 ft. to a 1" iron pipe, and being a point of curve;

THENCE Southwesterly with a curve of radius 273.19 and a length of 79.62 ft. to a 1" iron pipe and being a point of curve;

THENCE Southwesterly with a curve of radius 50 ft. and length of 32.18 ft. to a 1" iron pipe, and being a point of reverse curve;

THENCE Northerly around the circle of radius 50 ft. and length of 221.43 ft. to a 1" iron pipe, being a point of reverse curve;

THENCE Southeasterly with a curve of radius 50 ft. a length of 32.18 ft. to a 1" iron pipe, being a point of reverse curve;

THENCE Southeasterly with a curve of radius 333.19 ft. a length of 97.11 ft. to a 1" iron pipe;

THENCE South 59 deg. 46' 25" East a distance of 105.50 ft. to a 1" iron pipe, the East corner of Stillbrook Circle and the Southeast corner of Lot 4, Block 1;

THENCE South 30 deg. 13' 35" West a distance of 60 ft. to the Place of Beginning and containing 0.14 acres, more or less.

LITTLE RANCH ROAD:

BEGINNING at a 2" iron pipe the West corner of 126 acre tract described in deed recorded in Volume 2604, Page 26, of the Deed Records of Harris County, Texas situated in the Jno. H. Callahan Survey, Abstract No. 10, Harris County, Texas;

THENCE North 44 deg. 22' 35" East a distance of 600 ft. to a 1" iron pipe, the West corner of Block 6;

THENCE South 45 deg. 48' 09" East a distance of 280.00 ft. to a 1" iron pipe, the place of beginning of Little Ranch Road and the Southeast and most Southerly corner of Block 6;

THENCE North 45 deg. 01' 35" East a distance of 494.44 ft. to a 1" iron pipe, a point of curve;

THENCE with a curve of radius 894.93 ft. a length of 88.55 ft. to a 1" iron pipe;

THENCE North 39 deg. 21' 35" West a distance of 281.81 ft. to a 1" iron pipe, a point of curve;

THENCE with a curve of radius 682.47 ft. a length of 388.89 ft. to a 1" iron pipe;

THENCE North 72 deg. 01' 35" East a distance of 270.68 ft. to a 1" iron pipe, the North corner of Little Ranch Road and the East corner of Block 6;

THENCE South 34 deg. 37' 25" East a distance of 62.58 ft. to a 1" iron pipe, the East corner of Little Ranch Road and the North corner of Block 2;

THENCE South 72 deg. 01' 35" West a distance of 288.50 ft. to a 1" iron pipe, a point of curve;

THENCE Southwesterly with a curve of radius 622.47 ft. a length of 355.00 ft. to a 1" iron pipe;

THENCE South 39 deg. 21' 35" West a distance of 281.81 ft. to a 1" iron pipe, a point of curve;

THENCE with a curve of radius 954.93 ft. a length of 94.44 ft. to a 1" iron pipe;

THENCE South 45 deg. 01' 35" West a distance of 494.44 ft. to a 1" iron pipe, the South or Southwest corner of Little Ranch Road and the West and Southwest corner of Block 4;

THENCE North 45 deg. 48' 09" West a distance of 60.0 ft. to the Place of Beginning and containing 2.02 acres, more or less.



*Restr*

RESTRICTIONS

In order to create a uniform plan for the orderly improvement and sale of property in said subdivision known as Windwood subdivision, the following restrictions are hereby established which covenants, conditions and restrictions shall be binding upon all tracts and purchasers of land in said subdivision, save and except Lots One (1) and Two (2) of Block One (1), and all subsequent purchasers and owners, including those who obtain the same by devise or inheritance, shall be bound by these restrictions, covenants and conditions:

*see*

1. These covenants are to run with the land and shall be binding on all tracts in, and all parties owning property in the subdivision and all persons claiming under them, until January 1, 1977, and at that time said covenants shall be automatically extended for successive periods of ten (10) years unless by a two-thirds (2/3) vote of the then owners of the lots, it is agreed to change the covenants in whole or in part.

2. If parties hereto, or any of them, or their heirs or assigns, or any owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing either by prohibitive or mandatory injunction, or to recover damages or other dues from such violations.

3. As a part of the consideration herefor, each purchaser or owner of property in the subdivision agrees for himself, his heirs and assigns, that said property shall be used for residence purposes only; single family dwellings only, and all dwellings shall have at least twenty percent of their exterior wall area covered with either brick, masonry stone, or paneling such as Redwood or Cypress. No residence shall be built or maintained on a building site smaller than the smallest lot as platted in the subdivision. Said dwellings to be constructed with not less than 1250 square feet of floor space, exclusive of porches and garages for a one-story dwelling, and/or 1200 square feet of floor space for a two-story dwelling, exclusive of garage and open porches, to be constructed on any lot thereof; no part of any residential building to be located nearer than 50 feet to the front lot line, or nearer than 30 feet to any side street line, nor nearer than 25 feet to either side lot line, except that no dwelling, garage or other structure shall be established nearer than 70 feet to Creekway Drive. No building, except a detached garage or other outbuilding located 95 feet or more from the front lot line, shall be located nearer than 15 feet to any side lot line.

*see*

4. No noxious or offensive trade or activity shall be carried on upon any lot or tract nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in any lot of Windwood Subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; and no lot shall be used for the purpose of raising or keeping swine, goats, fowl, mules, sheep or any animal that causes a nuisance; and no cattle or horses shall be maintained on said land for

commercial purposes. No commercial dog kennel, junk yard, tourist camp, dance hall or beer garden, or any business establishment or business activity shall be maintained on any of said land. And no cesspool shall be dug, used or maintained in said subdivision and no outside toilet shall be permitted at any time. Underground septic tanks may be used and shall be installed as required by law. A sanitary sewer system shall be used if made available and required by law.

6. Improvements shall be constructed on the lot concerned, except as herein provided, so as to front the street on which such lot fronts, and the corner lots shall be deemed to front on the street on which the respective corner lots have shortest dimensions. Drainage structures under private driveways shall have a minimum of one and three quarters square foot, that is, 18 inches in diameter pipe culvert, and culverts or bridges shall be used for driveways and for walks. No garage apartment shall be constructed on any lot in said subdivision for, or used for, rental purposes. Any lawful structure started on any lot in said subdivision must be diligently completed within a reasonable time. No signs, billboards, posters or advertising devices of any character shall be erected on any of said land, except undersigned Seller may use such signs as customary in connection with the general sale of property in a subdivision. All frame construction shall receive at least two coats of paint.

7. No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be placed on any part of any lot forward to the front building line of said lot without the consent of a two-thirds (2/3) vote of the then lot owners, and no radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot. No structure of any kind shall be moved on to a lot. No trees larger than 6 inches in diameter shall be cut until the purchaser has paid the undersigned subdivider at least 1/2 of the sales price.

8. All sales of tracts and dedications of streets in Windwood Subdivision shall be subject to easements over and across said tracts as indicated on the plat of said subdivision or that may be deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, and drainage ditches or structures; and such right of access to include the right to remove any or all obstructions on said easements or right-of-way; such easements or rights-of-way to be for the general benefit of the subdivision and the property owners thereof.

9. Invalidation of any one or more of said covenants and restrictions by judgment, court order or other proceeding or by failure to enforce them shall in no wise affect any of the other provisions.

10. The restrictions and provisions hereof shall inure to the benefit of the undersigned, their heirs and assigns, and also to the purchasers of said property and the foregoing restrictions, easements, covenants and conditions shall be deemed to be covenants running with the land and shall be binding upon the undersigned and all grantees who may purchase said lots or tracts in said subdivision, their heirs or assigns, or any other person claiming under them.

EXECUTED this the 22<sup>ND</sup> day of OCTOBER, 1958.

*Jack Bradbury*  
JACK BRADBURY,

*Helene Elizabeth Bradbury*  
HELEN ELIZABETH BRADBURY,  
Owners

202

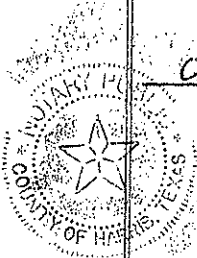
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STATE OF TEXAS            |  
COUNTY OF HARRIS        |

BEFORE ME, the undersigned authority, on this day personally appeared JACK BRADBURY and HELEN ELIZABETH BRADBURY, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said HELEN ELIZABETH BRADBURY, wife of the said JACK BRADBURY, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said HELEN ELIZABETH BRADBURY acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23<sup>rd</sup> day of  
OCTOBER, 1958.

ROBERT G. BLANAR

*Robert G. Blamar*  
Notary Public in and for  
Harris County, Texas



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

THAT WHEREAS, BANK OF THE SOUTHWEST NATIONAL ASSOCIATION,  
HOUSTON, <sup>Trustee</sup> being the owner and holder of liens against the  
property covered by the foregoing restrictions and ~~restric-~~  
way dedications, does hereby acknowledge that the liens  
held by the undersigned shall be subject to the ~~restric-~~  
covenants and conditions set out in the foregoing ~~instru-~~

EXECUTED THIS <sup>10th</sup> ~~22nd~~ day of <sup>November</sup> ~~October~~, 1958.

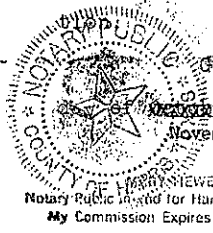
ATTEST: BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, <sup>Trustee</sup>

[Signature]  
Asst. Cashier

BY: [Signature]  
Vice President  
[Signature]

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally  
appeared \_\_\_\_\_ Vice-President of BANK  
OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, known to me to  
be the person whose name is subscribed to the foregoing ~~instru-~~  
ment, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed, in the capacity  
therein stated and as the act and deed of said banking corporation.



GIVEN under my hand and seal of office, this 11th  
day of ~~October~~ November, 1958.

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

Filed for Record Nov 12 1958 at 3:55 o'clock P.M.  
Recorded Jan 16 1959 at 1:06 o'clock P.M.  
W. D. MILLER, Clerk County Court Harris County, Texas  
By Marianne Kendrick Deputy

002-20-1285

STATE OF TEXAS  
COUNTY OF HARRIS

DEEDS.

362048  
JUL-85APR ALL REC BY THIS PRESENTS  
NO. 3742 REC 123 5 PD 150

THAT METEAS, C. K. UNDERWOOD, W. A. HANCOCK AND H. P. THURON

are Owners and herein also called Subdividers, of the land comprising  
UNDERWOOD, an unrecorded subdivision in Harris County, Texas and more  
particularly described by notes and bounds in that certain instrument  
recorded in Vol. 3596, Page 231, of the Deed Records of Harris County,  
Texas to which instrument reference is hereby made for all purposes,  
do hereby add to the restrictions already on file and set forth in the  
instrument above referred to, do hereby make this Supplement to said  
restrictions which covenants, conditions and restrictions shall be  
binding upon all tracts and purchasers of land in said subdivision  
SAVE AND EXCEPT Lots One (1) and Two (2) of Block One (1); and all sub-  
sequent purchasers and owners, including those who obtain the property  
by devise or inheritance, shall be bound by these restrictions, cove-  
nants and conditions in addition to those already on file:

1. These covenants shall run with the land and be binding for the length of time and in the manner, and may be enforced in like manner as the restrictions set forth in Vol. 3596, Page 231, of the Deed Records of Harris County, Texas and these restrictions shall be as though they had been embodied in said instrument.
2. As additional assurance that the improvements to be constructed in this subdivision are sightly and that the designs of structures will blend into the subdivision no residence or other structure or improvements shall be constructed or accomplished or shall thereafter be maintained upon the premises unless and until one or more of the subdividers herein named shall have first approved in writing the architects or contractors detailed plans and specifications of such proposed structure, addition or alteration. Such plans and specifications shall include the outside color scheme and design, location upon the building site with respect to the perimeter of the lot and topography showing ground and building elevations. Subdividers will make no further assessment against the property or the grantees thereof, however, there is reserved in favor of the proper organization, as herein set forth the right to levy an assessment of an amount not to exceed the rate of \$40.00 per lot to be used for betterment, beautification, sanitation or improvement of the addition and its lake and park. Said organization shall be formed at any time after the subdividers have sold all the land in said subdivision or, at the option of the subdividers, at any time previous to that time when they may declare in writing their desire to refer such matters of beautification, betterment, etc., to such organization. At such time the subdividers may also refer to said organization the matter of the architectural control and the matter of keeping the lots clean and mowed as hereinafter set forth. The owners of lots in said subdivision shall have a period of six months from the time the subdividers shown herein designate in writing that either or both of these matters have been referred to said organization, to form said organization. The owners of lots in said subdivision shall have one vote for each lot they own in forming and in governing the said organization which shall act as it's own By-Laws or Rules governing said organization, and the control over the matters referred to said organization shall be performed in such manner and through such officers, directors, trustees or groups as said organization may determine.

002-20-1285

ME 3742 RE 12A

3. All purchasers of lots, their heirs and assigns, agree to keep the property purchased mowed and clean and if this is not done the subdividers, their heirs and assigns, may, without notice and without any liability for any type of damages, clean lot and mow the grass and weeds and charge the purchasers or other subsequent owners of property the cost of mowing and cleaning their said lots not to exceed \$25.00 per year per lot which sum may be added to the contract indebtedness if there is a balance due on a contract of sale and if there is no such balance on a contract the said sum will be secured by a lien as herein after set forth. The right to make this charge, at the option of the subdividers, their heirs and assigns, may be assigned to the organization above described at any time after it is organized. The said organization shall then be fully subrogated to the rights and remedies herein set forth.
4. The above described assessment for betterment, beautification, etc., and the charge for the cost of mowing and cleaning the various tracts of land shall be secured by a Vendor's Lien without making any express reservation in the conveyance to purchasers, said Vendor's Lien being in favor of the owners mentioned herein, their heirs and assigns, or the Club as the case may be, said liens being second and inferior only to one benefide first purchase money Vendor's Lien and Deed of Trust for either the purchase of the land or the improvements to be constructed thereon.
5. All purchasers of lots, their heirs and assigns, agree by acceptance of the conveyance that if and when water or gas is available from a source ready to furnish either of these utilities (or both of them) to the entire addition that the said purchasers, their heirs and assigns, will accept such service. In that event each residence owner shall have a gas lamp and lamp post installed in front of the residence.

EXECUTED this 8<sup>th</sup> day of July, 1959.

FILED FOR RECORD AT  
 11:15 AM JUL 8 1959  
 R. E. TURRENTINE, JR.  
 Clerk, County Clerk, Harris Co. Texas  
 by W. J. White DEPUTY

C. H. UNDERWOOD  
 W. A. HANGCOCK  
 H. F. THURON  
 DEPUTY

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared C. H. UNDERWOOD, W. A. HANGCOCK and H. F. THURON known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8<sup>th</sup> day of July, 1959.

Mrs. Audrey Carter  
 Notary Public in and for  
 Harris County, Texas  
 My Comm. Expires 12-31-1960



002-20-1287

1463742 no 125

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that the instrument was filed on the date and at the time stated herein by me, and was duly recorded in the County and City of the State of Texas, at the place named herein, in the County, State, or District books by me, on

JUL 8 1960



*Peterrentino*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

[Faint, mostly illegible text of the instrument body]

RECORDED IN BOOK 1463742 PAGE 125  
*Frank L. Cameron*



FILED FOR RECORD AT

20 0000 P

JUL 17 1959

R. S. TURRENTINE, JR.

CRW Houston  
STATE OF TEXAS

003-10-0565

JUL 17 1959 11:00 AM U • • IS A DEEDS 1.50

10438  
KFOR ALL R.F. BY THESE PRESENTS  
V. 3754 REC 600

HARRIS COUNTY OF HARRIS

THAT MERRAS, G. N. UNDERWOOD, W. A. HANCOCK and H. F. THURLOW are Owners and herein also called Subdividers, of the land comprising UNDERWOOD, an unrecorded subdivision in Harris County, Texas and more particularly described by notes and bounds in that certain instrument recorded in Vol. 3596, Page 231, of the Deed Records of Harris County, Texas to which instrument reference is hereby made for all purposes, do hereby add to the restrictions already on file and set forth in the instrument above referred to, do hereby make this Supplement to said restrictions which covenants, conditions and restrictions shall be binding upon all tracts and purchasers of land in said subdivision **SAVE AND EXCEPT** Lots One (1) and Two (2) of Block One (1); and all subsequent purchasers and owners, including those who obtain the property by devise or inheritance, shall be bound by these restrictions, covenants and conditions in addition to those already on file:

1. These covenants shall run with the land and be binding for the length of time and in the manner, and may be enforced in like manner as the restrictions set forth in Vol. 3596, Page 231, of the Deed Records of Harris County, Texas and these restrictions shall be as though they had been embodied in said instrument.
2. As additional assurance that the improvements to be constructed in this subdivision are sightly and that the designs of structures will blend into the subdivision no residence or other structure or improvements shall be constructed or accomplished or shall thereafter be maintained upon the premises unless and until one or more of the subdividers herein named shall have first approved in writing the architects or contractors detailed plans and specifications of such proposed structure, addition or alteration. Such plans and specifications shall include the outside color scheme and design, location upon the building site with respect to the perimeter of the lot and topography showing ground and building elevations. Subdividers will make no further assessment against the property or the grantees thereof, however, there is reserved in favor of the proper organization as herein set forth the right to levy an assessment of an amount not to exceed the annual rate of \$40.00 per lot to be used for betterment, beautification, sanitation or improvement of the addition and it's lake and park. Said organization shall be formed at any time after the subdividers have sold all the land in said subdivision or, at the option of the subdividers, at any time previous to that time when they may declare in writing their desire to refer such matters of beautification, betterment, etc., to such organization. At such time the subdividers may also refer to said organization the matter of the architectural control and the matter of keeping the lots clean and mowed as hereinafter set forth. The owners of lots in said subdivision shall have a period of six months from the time the subdividers shown herein designate in writing that either or both of these matters have been referred to said organization, to form said organization. The owners of lots in said subdivision shall have one vote for each lot they own in forming and in governing the said organization which shall set up it's own By-Laws or Rules governing said organization, and the control over the matters referred to said organization shall be performed in such manner and through such officers, directors, trustees or groups as said organization may determine.

003-10-0566 vs 3754 nos 601

- 3. All purchasers of lots, their heirs and assigns, agree to keep the property purchased mowed and clean and if this is not done the subdividers, their heirs and assigns, may, without notice and without any liability for any type of damages, clean lot and mow the grass and weeds and charge the purchasers or other subsequent owners of property the cost of mowing and cleaning their said lots not to exceed \$25.00 per year per lot which sum may be added to the contract indebtedness if there is a balance due on a contract of sale and if there is no such balance on a contract the said sum will be secured by a lien as herein after set forth. The right to make this charge, at the option of the subdividers, their heirs and assigns, may be assigned to the organization above described at any time after it is organized. The said organization shall then be fully subrogated to the rights and remedies herein set forth.
- 4. The above described assessment for betterment, beautification, etc., and the charge for the cost of mowing and cleaning the various tracts of land shall be secured by a Vendor's Lien without making any express reservation in the conveyance to purchasers, said Vendor's Lien being in favor of the owners mentioned herein, their heirs and assigns, or the Club as the case may be, said liens being second and inferior only to one bona fide first purchase money Vendor's Lien and Deed of Trust for either the purchase of the land or the improvements to be constructed thereon.
- 5. All purchasers of lots, their heirs and assigns, agree by acceptance of the conveyance that if and when water or gas is available from a source ready to furnish either of these utilities (or both of them) to the entire addition that the said purchasers, their heirs and assigns, will accept such service. In that event each residence owner shall have a gas lamp and lamp post installed in front of the residence.

EXECUTED this 15th day of July, 1959.

*C. H. Underwood*  
 C. H. UNDERWOOD  
*W. A. Hancock*  
 W. A. HANCOCK  
*H. F. Thurston*  
 H. F. THURSTON

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared C. H. UNDERWOOD, W. A. HANCOCK and H. F. THURSTON known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of July, 1959.

*1110 Bank of Houston*

*Mr. Andrew Carter*  
 Notary Public in and for  
 Harris County, TEXAS  
 Andrew Carter  
 Notary Public, in and for Harris County, Texas

1959 JUL 16

003-10-0567

vs 3754 nuz 602

STATE OF FLORIDA  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the  
date and at the time stamped herein by me; and was duly  
RECORDED in the Volume and Page of the named RECORDS  
of Harris County, Texas, as stamped herein by me, on

JUL 17 1933



*Ret. [Signature]*

COUNTY CLERK,  
HARRIS COUNTY, TEXAS

ABSTRACT OF RECORDS

COMMISSIONER OF

STATE OF TEXAS

RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, ON JULY 17, 1933.

THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, ON JULY 17, 1933, AT THE TIME AND PLACE STAMPED HEREON. THE INSTRUMENT WAS DULY RECORDED IN THE VOLUME AND PAGE OF THE NAMED RECORDS OF HARRIS COUNTY, TEXAS, AS STAMPED HEREON BY ME, ON THE DATE AND AT THE TIME STAMPED HEREON.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Harris County, Texas, this 17th day of July, 1933.

My Commission Expires [Date]

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