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DEED

DEDICATION OF RESTRICTIONS, COVENANTS AND CONDITIONS 1036 PAGE 48

CONDITIONS OF WILLOW MEADOW ESTATES

WHEREAS, Equity Research, Inc. is the owner of 276.92 acres of land out of the Day Land and Cattle Company Survey, A-446 in Fort Bend County, Texas and being more specifically described in a deed from Benny R. Cleveland to Equity Research, Inc., dated March 10, 1981 with vendor's lein and deed of trust, filed for record in the office of the County Clerk of Fort Bend County, Texas, November 25, 1981, recorded in Volumn 1010, Page 776 and

Whereas, said Equity Research, Inc., Owner, desires to create and adopt a general and uniform plan or scheme of restrictions covenants and conditions to govern the use, development, improvement and sale of tracts in said Willow Meadow Estates which will be divided into tracts as a subdivision, a plat of said subdivision is to be put on file in the offices of the County Clerk of Fort Bend County, where all of which is for the benefit and protection of the owners of tracts in said subdivision which they now name and hereafter refer to as Willow Meadow Estates.

NOW, THEREFORE, for the purposes aforesaid, said Equity Research, Inc., Owner does hereby place and impose the following restrictions covenants and conditions upon and against all of the tracts in Willow Meadow Estates.

1. All of the tracts in Willow Meadow Estates shall be used for residential purposes only and may be used for no other purpose or purposes, except the tracts shown as commercial in the attached Exhibit "B".
2. The term "Residential purposes" as used herein shall be held and construed to exclude use for hospitals, duplex houses, apartment houses, hotels, tourist courts, rooming houses, garage apartments, and all other kinds or types of housing accommodations other than a detached single family dwelling house and the appurtenances thereto located upon a tract containing a minimum of (1) One acre of land.
3. All construction thereon shall be of new material and no old house, shed or dwelling of any kind shall be moved upon the premise unless deviation from this restriction for a limited period only be approved in writing by the Willow Meadow Estates committee as hereinafter named. No residence shall be constructed unless it contains a minimum of one (1) acre of land, not nearer to the roadway easement than fifty-one feet, nor nearer any side boundry than twenty (20) feet.

3a. Mobile Homes shall not be allowed in section (2) two but shall be allowed in sections (1) one, (3) three, and (4) four, provided they meet the following conditions:

- a. Not less than 900 sq. ft. of living area
- b. Must be skirted
- c. Must be tied down according to state insurance requirements
- d. Not more than one (1) year old unless specifically approved by the Willow Meadow Estate Committee. The Willow Meadow Committee shall have the right to charge an inspection fee of not more than \$ 50.00 within a radius of 100 miles of Richmond, Texas.
- e. Must have a 4" thick concrete slab in front of home minimum of 10' x 20'
- f. Must have driveways which are constructed of all-weather new material
- g. Only one mobile home per acre of land

4. No livestock shall be kept on the premises except cats and dogs and other similar domestic animals which are kept as pets, with no more than three dogs or cats allowed for each residential tract. No commercial kennels or similar quarters shall be allowed. Cattle and horses, not to exceed an aggregate total of one (1) head per acre, kept for personal use only, may be allowed. No swine shall be kept on the premises and no commercial feeding or maintaining of animals shall take place thereon. All stables and other quarters for such livestock shall be kept in a neat orderly and sanitary condition. If dogs run loose, then at its discretion, the Willow Meadow Committee will cause loose dogs to be picked up by a dog catcher or otherwise with no liability to anyone for the loss of such dogs.

5. No trade, business or profession and no noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the owners of other tracts.

6. All septic tanks and water wells shall be built in accordance with state and health standards and subject to approval of the health authorities. They shall comply with the provisions of sections 5a, b, c, Article 4477-1 V.A.T.C.

7. Each of the tracts in Willow Meadow Estates is hereby subject to a maximum charge at the rate of \$120.00 per tract, for the purpose of creating a fund to be known as the Willow Meadow Estates Maintenance Fund, to be paid by each and every tract owner in sections (1) one, (2) two, and (3) three, annually in advance on the first day of January of each year beginning January 1982, provided, however, that the foregoing charge shall not apply to such tracts until sale thereof by the owner. Said maximum annual charge may increase or decrease at any time by a two-thirds majority vote of the owners of the tracts in Willow Meadow Estates and filing of an instrument signed by said two-thirds majority of tract owners reflecting the result of their said vote.

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8. Said maintenance charge hereby imposed shall be secured by a lien which is hereby expressly created and established upon each and in said addition which subject to these restrictions, as the same is conveyed by contract or deed from Equity Research, Inc. and shall be paid by each and every such tract owner annually to the Willow Meadow Estate Committee, the custodian and owner of the maintenance fund, and said lien is hereby transferred and assigned to the said Committee whose address as it may from time to time designate, provided, however, such lien shall be inferior to any liens placed on such tract or tracts for the construction of improvements thereon and to the purchase money lien created after improvements have been placed thereon.

9. All taxes and or assessments of all taxing authorities to be levied or assessed upon or against said roads, for the year 1982 and subsequent years, as well as the cost and expense of improving and maintaining of the same shall be paid out of the maintenance fund hereinbefore provided for.

10. The Willow Meadow Estate Committee hereinabove named shall initially consist of Sidney Beard, James R. Petrunyak Jr. and Charles L. Epps. A majority of this committee may decide questions relative to interpretation of these restriction and any possible deviation therefrom. It is understood and agreed that any such decision relative to these restrictions made by the Willow Meadows Committee shall be final and binding on all tract owners. In case of death, resignation or refusal of any initial member to serve, the remaining members of the committee shall appoint successor members to serve. After all the tracts in the subject property have been sold, the majority of the tract owners shall then be empowered to call for the resignation of the members of the committee and by a majority vote to elect new members of the Willow Meadows Estates Committee.

11. The Willow Meadows Committee, if it determines that all of the annual charge of the \$120.00 per tract is not needed for the purposes for which such charge has been established, may reduce the same to such a sum as it may deem to be adequate for such purposes, but until and unless said committee shall make such determination and give written notice thereof to the tract owners, said charge shall be and remain \$120.00 per tract per annum unless altered as provided in paragraph 7 above.

12. Tracts containing two acres or more may be divided by the owner thereof into tracts of not less than one acre each, provided approval is granted by the Willow Meadow Estates Committee, and each such additional tract shall be considered a separate residential tract and subject to the maintenance charges herein established.

13. All drainage of septic systems into roads, streets or ditches either directly or indirectly is prohibited. All drainage structures under private driveways must have a minimum of 18 inches of round pipe to insure proper and free drainage.

14. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding upon and enure to the benefit of

Equity Research, Inc. and all persons claiming by, through or under it, and shall be effective until January 1, 1992, and shall automatically be extended thereafter for ten (10) year periods; provided, however, that the owners of a majority of the residential tracts may terminate the same on January 1, 1992, or at the end of any successive ten (10) year period, by executing, acknowledging and filing for record in the office of the County Clerk Fort Bend County, Texas, an appropriate instrument or agreement in writing for such purpose, at times between January 1, 1992 and January 1, 1993, if the same are to be terminated at the end of any successive ten (10) year period.

15. In any event any person or persons, firm or corporation shall violate or attempt to violate any of the foregoing restrictions, covenants and conditions, the Willow Meadows Estates Committee shall have the right but shall not be obligated to institute and prosecute any proceedings at law or in equity to correct, abate, prevent or enjoin any violation of said restrictions, covenants, whether or not they own any of the residential tracts in said Willow Meadows Estates.

16. Tract owners of Willow Meadows Estates shall have surface control only and shall have no mineral nor royalty rights.

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public on this day personally appeared Charles L. Epps known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 17th day of March 1982.

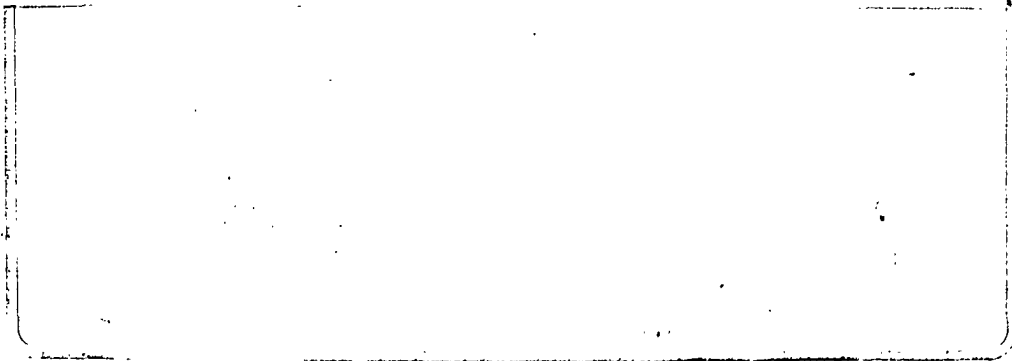


Dawn Moody
DAWN MOODY NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

My Commission Expires:

12/84

Charles L. Epps Pres
CHARLES L. EPPS, PRESIDENT
EQUITY RESEARCH, INC.



RECORDED
MAY 10 1982 PAGE 53

Commercial Restrictions
For Lots
(10, 17, 18, 31 - 32 - 44)
Section 1

- (1) All buildings shall be of a permanent nature and constructed with new materials. No old house or shed dwelling of any kind may be moved upon the premises.
- (2) Purchaser shall keep the property in a neat and orderly condition, with all weeds cut and structures maintained to preserve the attractiveness thereof.
- (3) Any signs placed on the subject property shall be permanent nature. No portable signs on wheels shall be used. (except with approval from the land committee.
- (4) Purchaser shall not use the subject property for any business or other use which is noxious or offensive activity or which constitutes or nuisance or annoyance to the neighborhood or which is in violation of any law regulation applicable to the subject property.
- (5) No animals, livestock or poultry of any kind shall be kept, raised, or bred for commercial purposes.
- (6) All septic tanks and water wells shall be installed in accordance with state and county health standards, and subject to the approval of health authorities.
- (7) Tracts may not be divided into less than one acre.
- (8) The foregoing covenants, conditions, restrictions, reservations, and limitations shall be deemed covenants running with the Subject Property and shall be binding on the purchaser, his heirs and assigns, and shall be in effect for a term of Ten (10) years from the date of this Deed. Prior to the expiration of Ten (10) years from the date hereof, the aforementioned restrictions may be amend only by an instrument duly signed by grantor, by all owners of the Subject Property and by all mortgagees of the Subject Property.

FILED FOR RECORD

AT 2:15 O'CLOCK P.M.

MAR 17 1982

Pearl Elliott
County Clerk, Fort Bend Co., Tex.

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the volume and page of the named records of Fort Bend
County, Texas as stamped herein by me on

MAR 18 1982



Pearl Elliott
County Clerk, Fort Bend Co., Tex.