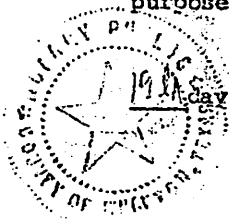


THE STATE OF TEXAS :
COUNTY OF WARRANT :

BEFORE ME, the undersigned authority, on this day personally appeared J. W. Newsom, 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.



Given under my hand and seal of office on this the 19th day of November, 1975.

[Handwritten Signature]
NOTARY PUBLIC IN AND FOR
WARRANT COUNTY, TEXAS

Filed for Record on the 24th day of November, A. D., 1975, at 8:00 o'clock A.M.
Duly Recorded this the 25th day of November, A. D., 1975, at 8:21 o'clock A.M.

Dorothy Himly, County Clerk,
Austin County, Texas
By Nirvan H. Kenner, Deputy.

(File No. 75-3303)
DEDICATION AND PROTECTIVE COVENANTS AND
RESTRICTIONS APPLICABLE TO SECTION 2 OF
THE WESTVIEW ADDITION TO THE CITY OF SEALY,
AUSTIN COUNTY, TEXAS

THE STATE OF TEXAS)(
) (
COUNTY OF AUSTIN) (KNOW ALL MEN BY THESE PRESENTS:

THAT, Sealy Development Inc., a corporation organized and existing under the laws of the State of Texas, with its principal place of business in the City of Sealy, County of Austin, State of Texas, acting herein by and through its duly authorized officers, and Leroy Zapalac and wife, Susan Elizabeth Zapalac; Terry Lance Koy and wife, Sheila S. Koy; and, Ernest F. Ondruch and wife, Jo Ann Ondruch, all of the County of Austin, State of Texas, being all of the owners of portions of all of 12.718 acres of land out of the San Felipe de Austin Town Tract of Four Leagues of Land in Austin County, Texas, do hereby adopt the attached map and plat subdividing said 12.718 acres of land into a subdivision to be known as Section 2 of the Westview Addition to the City of Sealy, Texas, said plat having been prepared by D. R. Muzzy, Registered Public Surveyor, License No. 1252, of Brenham, Texas, and do hereby dedicate the same as such, and do further dedicate to the use of the public, the streets and easements shown thereon, which said easements shall inure to the benefit of said municipalities and of all utility companies now serving said subdivision or that may in the future serve said subdivision.

Dedication of this subdivision to be known as Section 2 of Westview Addition, located in the City of Sealy, County of Austin, State of Texas, provides the following restrictions and protective covenants which shall be applicable to all lots in said subdivision and are to be construed as covenants running with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date this dedication is approved by the governing body of the City of Sealy, Texas, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing is signed by a majority of the then owners of the lots and placed of record in the office of the County Clerk of Austin County, Texas, agreeing to eliminate or change said covenants and restrictions in whole or in part, to-wit:

I

All lots platted hereunder shall be known and described as residential lots and no structure shall be erected, altered, placed, or permitted to remain on any of such residential building lots other than a single, detached single family dwelling, not to exceed two stories in height, not including a basement and a private garage for not more than three cars, and other out buildings incidental to the residential use of the lot. Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said plat.

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The term "residential purposes" as used herein, shall be held and construed to exclude hospitals, duplex houses, and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited.

The word "house" or "residence" as used herein, with reference to building lines, shall include galleries, porches, porte cochers, steps, projections, and every other permanent part of the improvement except roofs.

II

No building shall be located nearer to the front line than twenty-five (25) feet of the front property line or nearer than fifteen (15) feet to a side street property line. No building shall be located nearer than ten (10) feet to any side property line of interior lots nor nearer than ten (10) feet from the rear lot line. The word "building" as herein used, shall mean main structures, porches whether screened or unscreened, breeze-ways, attached garages, detached garages, porte cochers, steps, and projections covered by roofs.

III

No garage or out building on any lot shall be used as a residence, nor shall the same be used as living quarters except by servants engaged on the premises or by some member of the immediate family of the lot owner.

No trailer, basement, tent, shack, lean-to, garage, barn, or other out building erected on the property shall at any time be used as a residence, either temporarily or permanently except as provided in paragraph III above nor shall any structure of a temporary character be used as a residence. Under no circumstances will house trailers be permitted to be used for residential purposes on any of the above described property at any time whether the same be left upon its running gear or dismantled from its running gear and installed upon permanent footings or blocks.

IV

The floor area of the main structure, to be constructed on such lots, exclusive of open porches, steps, screened porches, porte cochers, breeze-ways, garages, and other out buildings, shall be no less than twelve hundred (1200) square feet, which said structures shall be constructed of new materials on said lots.

No yard toilet or privy shall be erected or maintained on any of said lots.

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V

No building materials of any kind of character shall be placed or stored in the streets or between streets and the property line. All building materials to be used in the construction of buildings in this subdivision shall be placed within the property line of the premises upon delivery.

No garbage, trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the subdivision; nor shall same or any container therefore be left in the street line or public view except as the same may be maintained in a neat and sanitary manner in the rear of the residence or out buildings constructed on said lots.

VI

No cattle, sheep, goats, hogs, horses, rabbits, or poultry, shall be kept in any part of this subdivision.

VII

No nuisance or advertising signs, billboard, or other advertising device shall be built on or suffered to remain upon any of the premises in this subdivision except that the owner may place on such premises such advertising signs or devices that they may deem appropriate, having to do with the sale of the property and except that any lot owner may place on a lot owned by him for resale a sign so indicating, having an area of not more than five (5) square feet and a height of not more than four (4) feet from the surface of the ground.

VIII

No obnoxious or offensive trade or activity shall be carried on upon any lot in this subdivision nor shall anything be done within this subdivision which shall be or become an annoyance or nuisance to the neighborhood.

IX

Grass and weeds on each site conveyed must be kept mowed at regular intervals as may be necessary to maintain such site in a neat and attractive manner. Curb lines abutting said property must be kept in good condition. Until a home or residence is built on a lot or lots, the developer shall have the right to have the grass and weeds cut and curb lines maintained when and as often as in their judgment the same is necessary if the owner or owners fail to do so and the owner or owners of said lots shall be held by the acceptance of such deed to be obligated to pay the developer for the cost of such work a reasonable price prevailing for the same in the neighborhood.

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X

If sidewalks be constructed in the above described subdivision, they shall be constructed of a consistent width of four (4) feet parallel with the curb lines and shall be set back a distance of four (4) feet from the interior edge of said curb lines as to their boundary lying closest to the curb, extending a distance of four (4) feet in width towards the interior of each lot in said subdivision.

XI

All utilities in this subdivision shall be underground with the exception of metering devices and pump stations that may be necessary to the use of the premises.

Underground electric service shall be available to all lots in the subdivision and the owner of each lot shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structures to the point of the attachment at company's installed transformers or energized secondary junction boxes, said point of attachment to be made available by the electric company at a point designated by the electric company at the property line of each lot. The electric company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own, and maintain, a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the residence constructed on such owner's lot. For so long as such underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3-wire, 60 cycle, alternating current.

No individual sewerage disposal system shall be permitted on any lot and all sewerage must be disposed of in lines provided by the City of Sealy.

XII

No fence constructed around lots in the subdivision shall be nearer than twenty-five (25) feet to the front property line of each of said lots.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot wherein the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines and no tree or shrubs shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

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XIII

Easements for the installation and maintenance of utilities are reserved as shown on the attached plat.

XIV

Enforcement of the restrictive and protective covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation thereof or the recovery of damages and may be maintained by any owner of a lot in the subdivision as described in the attached plat.

XV

In the event either of the covenants herein contained should at some date be declared unconstitutional or illegal, they shall in no way effect the validity of the remaining covenants but shall be severed herefrom and the remaining covenants shall remain in full force and effect.

XVI

The above covenants and restrictions are made a part of the dedication of Section 2 of the Westview Addition to the City of Sealy in Austin County, Texas, and will be reflected in the public records, and the deed to each lot purchased shall convey the same to the purchaser subject to such covenants and restrictions and such purchaser's observance thereof shall constitute a part of the consideration for said lot so conveyed and a copy of such covenants and restrictions shall at the time be furnished each purchaser and he shall sign a statement that he will agree to abide by and carry out the same so long as he owns any property in said subdivision and the same shall constitute a contract with the developer and the other lot owners in said subdivision.

EXECUTED on this the 20th day of November, A. D., 1975.

SEALY DEVELOPMENT INC.

BY Frank W. Koy
Frank W. Koy, President

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ATTEST:
H. E. Krampitz
H. E. Krampitz Secretary-Treasurer

-5-

Leroy Zapalac
Leroy Zapalac

Susan Elizabeth Zapalac
Susan Elizabeth Zapalac

Terry Lance Koy
Terry Lance Koy

Sheila S. Koy
Sheila S. Koy

Ernest F. Ondruch
Ernest F. Ondruch

Jo Ann Ondruch
Jo Ann Ondruch

THE STATE OF TEXAS)(
))
COUNTY OF AUSTIN))

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Frank W. Koy, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Sealy Development, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of November, A. D., 1975.

Betty Jean Reynolds
Notary Public in and for
Austin County, Texas

THE STATE OF TEXAS)(
))
COUNTY OF AUSTIN))