

STATE OF TEXAS

COUNTY OF SAN JACINTO

WHEREAS, there is filed for record in Volume 96, Page 304 et seq of the Deed Records of San Jacinto County, Texas, certain restrictive covenants affecting Outlaw Ridge Estates Subdivision in San Jacinto County, Texas, as said subdivision is shown upon plat of record as follows:

Section One (1) described in Volume 96, Page 303
Section Two (2) described in Volume 110, Page 220

of the Plat Records of San Jacinto County, Texas, to which instrument and plats and their respective recordings reference is hereby made for all intents and purposes; and,

WHEREAS, in the restrictive covenants referred to above, Wiggins Land Company of Texas, Inc., the original owner and developer of the Outlaw Ridge Estates Subdivision in San Jacinto County, Texas, did reserve unto itself, the right, at any time after the making of the said restrictive covenants, to make such reasonable changes in or waivers of any or all of the restrictions, conditions, covenants and assessments as the Developer, in its sole discretion, may deem reasonably necessary or desirable, without the approval of the lot owners in the subdivision; and,

WHEREAS, in order to insure the availability of financing to the Developer and the lot owners in the subdivision, it is necessary to amend the restrictive covenants referred to above to provide that the annual assessments provided for in Paragraph 10 of the restrictive covenants for the Outlaw Ridge Estates Subdivision in San Jacinto County, Texas, be subordinated to any liens held by the Developer, third party lending institutions, lot owners who finance the sale of such lots owned by them, or any other type of person or entity who is the holder or beneficiary of any lien or liens on any lot in said subdivision;

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Wiggins Land Company of Texas, Inc., a Texas corporation, being the Developer of the Outlaw Ridge Estates Subdivision in San Jacinto County, Texas, does hereby modify and amend the restrictive covenants herein described as follows, to-wit:

(1) That the assessments described in paragraph 10 of the above mentioned restrictive covenants for the Outlaw Ridge Estates Subdivision in San Jacinto County, Texas, shall be subordinate and inferior to any mortgages or deeds of trust securing the payment of any promissory note or other indebtedness on any lot or lots in the said subdivision, regardless of the reason for the creation of such note, indebtedness and/or lien.

(2) That this amendment and modification shall be effective retroactively to the date stipulated in the restrictive covenants described above, being May 13, 1965.

(3) However, nothing contained herein shall be construed to prevent Developer, or any property owner's association from seeking a judgment against any party who lawfully owes any such assessments to Developer and/or the property owner's association.

(4) That Wiggins Land Company of Texas, Inc., and/or its affiliates, shall not be responsible for the payment of any such assessments on any lot or lots owned by it in such subdivision or subsequently repossessed by it on any prior sale of such lot or lots in which it financed the sale of such lot or lots.

EXECUTED this the 15th day of December, 19 88.

ATTEST:

WIGGINS LAND COMPANY OF TEXAS, INC.

Stanley P. Liles
Stanley P. Liles, Secretary

By Johnny F. Marsh
Johnny F. Marsh, President

STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 15th day of December, 19 88 by JOHNNY F. MARSH, President of Wiggins Land Company of Texas, Inc., a 7-1-PUB corporation. on behalf of the said Wiggins Land Company of Texas, Inc.



Cynthia Kennedy
Notary Public in and for the State of Texas
Notary's printed name: Cynthia Kennedy
My commission expires: 2-9-91

After recording return to:
Wiggins Land Company
P.O. Box 1149, Livingston, Tx 77351

FILED FOR
RECORD

VOL 83 PAGE 629

89 FEB -2 AM 10: 59

Lois Cooksey
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS
BY _____

STATE OF TEXAS
COUNTY OF SAN JACINTO)
I, LOIS COOKSEY, hereby certify that this instrument was FILED
in file number sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the official public
records of San Jacinto County, Texas as stamped hereon by me on

FEB 2 1989



Lois Cooksey

COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

#325

KNOW ALL MEN BY THESE PRESENTS:

THAT I, BARNEY WIGGINS, owner of the lands and premises described as follows, to-wit:

That certain tract of land situated on the M. B. Menard Survey, Abstract No. 36 in San Jacinto County, Texas, a subdivision as shown on a Plat recorded in Vol. _____, page _____ of the Map Records of San Jacinto County, Texas, and known as Outlaw Ridge Estates;

have established, and by these presents do establish the following restrictions, on the improvements, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until January 1st, A. D. 2000, whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

1. The Grantor, for himself, his heirs, executor or assigns, hereby reserves the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to himself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot at the election of Grantor, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways, and only in and on said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against the Grantor, or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, their, its, self) and (his, her, their, its) successors in title.

No dedication to public use of roads, alleys, ways, or beaches is intended by this deed. The lots, ways, or alleys referred to are meant to include those either developed or to be developed in Outlaw Ridge Estates Subdivision by the said Barney Wiggins, his heirs or assigns, reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the use of the public.

2. If this lot or lots of ground border on water, the lot or lots of ground conveyed shall not convey any riparian rights to the

3. The land to be conveyed hereunder shall be subject to the reservation of all minerals in and under the property and shall be conveyed hereby and subject to any and all of the easements, encumbrances, restrictions, and reservations, of record affecting such land.

RESTRICTIONS

For the purposes of setting forth a substantially uniform plan of development, Barney Wiggins, owner of the said Outlaw Ridge Estates Subdivision, does hereby covenant and provide that he, his heirs, administrators and assigns, and all parties holding title by, through, and under him, shall hold such lands subject to the following restrictions running with the land, which shall be observed by himself, his heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described and further provided that Barney Wiggins may select a tract for location of water well and facilities:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1st, 2000 A. D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

2. The land hereby conveyed shall be used for the purposes of one private single family residence and appropriate uses accessory thereto. No building shall be erected on any one lot except one private single family house and appurtenant thereto, and no such structure may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected within (20) feet of any of the front lines of said lot.

No building or structure of any sort shall be built within five feet of the side lines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. No tin roofs. All structures must comply with government laws and regulations, and if any restriction or conditions herein do not comply therewith it shall not be construed as a waiver by the Grantor of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the state and local departments of health, and shall be maintained by the Grantee at all times in a proper, sanitary condition and in accordance with applicable laws and regulations. All structures shall

and drains must be connected with watertight pipes and approved construction. No septic tank or lines shall be placed within 75 feet of the water edge. No sign of any description may be erected or placed upon any portion of the land without the express written approval of the Grantor, his heirs, executors or assigns. No tent, trailer or outbuilding shall ever be erected or maintained on the tract and no garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one year from date of commencement of construction thereof and shall contain not less than three hundred and fifty (350) feet of floor space, exclusive of porches and garage.

3. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Grantor, his heirs, executor or assigns, for business, recreational or commercial purposes.

4. No animals shall be kept or maintained on the premises except customary household pets.

5. Lot owners assume liability for any injury to himself or any of his party while using the recreational facilities of Outlaw Ridge Estates.

6. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot and shall be binding upon the Grantee's heirs, executors, administrators and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

7. No lot shall be sold to, or used by a commercial fisherman.

8. No hunting or shooting shall be allowed on any area in said Subdivision.

9. Grantor, his heirs or assigns reserves the right to change any of the covenants or stipulations concerning the use of any of the lots of any, covenants and restrictions as the conditions and development of said subdivision shall warrant, and which shall, in the opinion of said Grantor, his heirs or assigns, shall be reasonable, and the purpose of said covenants and restrictions is for the protection of said Lot owners.

10. The said owners of lots in Outlaw Ridge Estates shall pay \$10.00 per year per lot the 10th day of April each year, the first being due the first 10th day of April that comes to pass after the Buyer has bought said lots, and is to continue for a total of five years. This is to be paid to Barney Higgins, his heirs, or assigns and is to be used for construction and the up-keep of roads, park and boat ramp or any manner he sees fit for betterment of said subdivision. Then each owner shall pay \$10.00 per year until a two thirds majority of property owners sign a petition requesting discontinuance of same. Each lot

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shall count as one vote. The petition is to be presented to Henry Wiggins, his heirs or assigns. This may be discontinued at the option of Grantor.

11. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants, or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or part thereof, by judgment or court order shall in no wise affect any of the other provisions, or part thereof which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns, of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.

12. There is an exception to the above restrictions, as tool houses, temporary tents and camping trailers will be permitted provided they are neat and have a pleasing exterior. Permanent trailer houses will be allowed provided they are factory designed and have adequate bathroom facilities properly attached to a septic tank and field drain line. They shall be neat and have pleasing exterior.

13. The ditches and culverts in front of each lot shall be kept open and only the size culverts recommended by the County Commissioner for that district shall be installed.

WITNESSED BY ME AT Livingston, Texas, this the 15th day of May,

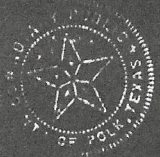
[Signature]
Notary Public

NOTARY PUBLIC

NOTARY PUBLIC

I, *[Name]*, the undersigned authority, a Notary Public in and for the County and State, on this day personally appeared *[Name]* who claims 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 this the 34th day of May,



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

FILED FOR RECORD on the 15th day of June A.M. 11:00
FILED FOR RECORD on the 15th day of June A.M. 10:15
FILE NO. 825

21

[Handwritten signature]

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Pg. 335

#854

THE STATE OF TEXAS
COUNTY OF SAN JACINTO

KNOW ALL MEN BY THESE PRESENTS

CORRECTION OF RESTRICTIONS ON OUTLAW RIDGE ESTATES as recorded in
File No. 825, San Jacinto County, Texas;

The references referring to the survey should read John Calvin
Survey, Abstract 10 instead of N.B. Memard Survey Abstract 36.
We made a mistake and wish to file this instrument to correct same.
Also, reference referring to the Plat of said sub-division, were
left blank and we wish to state that the plat was filed for record
on the 14th of June, 1965, and recorded in Vol. 96, Page 309.
WITNESS MY HAND at Livingston, Texas, this the 16 day of June,
1965.

Barney Wiggins
Barney Wiggins

THE STATE OF TEXAS
COUNTY OF FOLK

BEFORE ME, the undersigned authority, a Notary Public in and for
said County and State, on this personally appeared Barney Wiggins,
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
purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 16 day of June,
1965.

William Deminger
Notary Public in and for Folk County,
Texas

FILED	June 22nd	9:00	A.
FILED	June 24th	9:05	A.
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William Deminger