

**CONSOLIDATED RESTATED AND AMENDED**  
**RESERVATIONS, RESTRICTIONS AND COVENANTS**  
**FOR WESTWOOD SHORES SUBDIVISION,**  
**TRINITY COUNTY, TEXAS**

Adopted 2013



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CONSOLIDATED RESTATED AND AMENDED  
RESERVATIONS, RESTRICTIONS AND COVENANTS  
FOR WESTWOOD SHORES SUBDIVISION,  
TRINITY COUNTY, TEXAS

These Consolidated Restated and Amended Reservations, Restrictions and Covenants for Westwood Shores Subdivision (the "Consolidated Restrictions") are approved by at least a majority vote of the Members of the Westwood Shores Property Owners' Association voting in favor of these Consolidated Restrictions.

The residential community known as the Westwood Shores Subdivision, located in Trinity County, Texas, consists of nineteen tracts of lands according to the maps of said tracts filed for record in the Trinity County Clerk's office, as indicated below, and all of which are subject to the jurisdiction of the Westwood Shores Property Owners' Association.

The requisite number of Members of the Association hereby consolidate, restate, amend and replace in their entirety the reservations, restrictions and covenants for all sections of Westwood Shores, pursuant to the amendment procedures adopted by each of the nineteen sections, as indicated below, in accord with Texas Property Code Chapter 211, to bring about uniformity in the regulation of said community.

**Records of Trinity County, Texas: Plats and Ch. 211 Election Results**

Section	Plat Records	Certification of Ch. 211 Election Results
	Volume Cabinet A	Deed Records of Trinity County
One	p. 136,17	October 5, 2011 Vol. 0883. pp. 0703 et seq.
Two	p. 144	October 5, 2011 Vol. 0883. pp. 0707 et seq.
Three	p. 150	October 5, 2011 Vol. 0883. pp. 0711 et seq.
Four	p. 179	October 5, 2011 Vol. 0883. pp. 0715 et seq.
Five	p. 202	October 5, 2011 Vol. 0883. pp. 0719 et seq.
Six	p. 187	October 5, 2011 Vol. 0883. pp. 0723 et seq.
Seven	p. 180	October 5, 2011 Vol. 0883. pp. 0727 et seq.
Eight	p. 186	October 5, 2011 Vol. 0883. pp. 0731 et seq.
Nine	p. 198,199,200,201	October 5, 2011 Vol. 0883. pp. 0735 et seq.
Ten	p. 213	October 5, 2011 Vol. 0883. pp. 0739 et seq.
Eleven	p. 218	October 5, 2011 Vol. 0883. pp. 0743 et seq.
Twelve	p. 226	October 5, 2011 Vol. 0883. pp. 0747 et seq.
Thirteen	p. 214	October 5, 2011 Vol. 0883. pp. 0751 et seq.
Fourteen	p. 267	October 5, 2011 Vol. 0883. pp. 0744 et seq.
Westpoint	p. 289	October 5, 2011 Vol. 0883. pp. 0759 et seq.
Spring Lake Estates	p. 321	October 5, 2011 Vol. 0883. pp. 0763 et seq.
Westwood Village 1	p. 192	October 5, 2011 Vol. 0883. pp. 0767 et seq.
Westwood Village 2	p. 205	October 5, 2011 Vol. 0883. pp. 0771 et seq.
Westwood Village 3	p. 225	October 5, 2011 Vol. 0883. pp. 0775 et seq.

**Article 1  
Westwood Shores Definitions**

**Section 1.01 Architectural Control Committee**-“Architectural Control Committee” and/or the “ACC” shall refer to the five (5) person committee elected by the Owners and having the duties specified in Article 3.

**Section 1.02 Articles of Incorporation** “Articles of Incorporation” or “Articles” shall mean and refer to the Articles of Incorporation of Westwood Shores Property Owners’ Association, Inc., as filed with the Secretary of State of the State of Texas, February 16, 1978 under Charter 428100 .

**Section 1.03 Assessment** “Assessment” shall mean and refer to the mandatory assessment(s) levied against all Lots/Building Sites in the Subdivision to fund common expenses.

**Section 1.04 Association** “Association” or “POA” shall mean and refer to Westwood Shores Property Owners’ Association, Inc., a Texas nonprofit corporation, its successors, replacements, or assigns.

**Section 1.05 Board of Trustees** “Board of Trustees” or “Board” shall mean the governing body of the POA as provided in the Articles of the Association, the Bylaws of the Association, and all applicable Texas statutes.

**Section 1.06 Building Site** A “Building Site” is a Lot or Consolidated Lots upon which a single maintenance fee is assessed, and to which a single vote is allocated for Association matters.

**Section 1.07 Bylaws** “Bylaws” shall mean the Bylaws of the Association, as amended from time to time, as provided therein and in accordance with the applicable provisions of the laws of the State of Texas or other applicable jurisdictions. Should there be a conflict between the provisions of the Bylaws and these Consolidated Restrictions, these Consolidated Restrictions shall control.

**Section 1.08 Coach** “Coach” shall mean a single wide mobile home.

**Section 1.09 Common Area** “Common Area” or “Common Areas” commonly referred to as “greenbelts”, restricted reserves or parks, shall mean all real property owned in fee or held in easement, lease, or license by the Association within the Subdivision which are not a part of any Lot.

**Section 1.10 Consolidated Lot** “Consolidated Lot” shall mean a single Lot formed by the joining of two or three adjoining Lots as approved in writing by the ACC in accord with the applicable guidelines.

**Section 1.11 Consolidated Restrictions and/or Declarations** "Consolidated Restrictions" and/or "Declarations" shall mean these Consolidated, Restated, and Amended Reservations, Restrictions and Covenants for Westwood Shores as same may be amended from time to time.

**Section 1.12 Guidelines** "Guidelines" shall mean general, architectural, and/or builder guidelines, policies, and application and review procedures, if any, promulgated by the Association or the ACC that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot and/or construction types and aesthetics, which Guidelines may be amended by the Association and the ACC, without notice to Owners. Any such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. A guideline is for the benefit of all property owners and aims to streamline particular processes according to a set routine or rule.

**Section 1.13 Improvement** "Improvement" or "Building Modification" shall mean a Single Family Residence and garage (if applicable, either attached or detached, regardless of whether the garage contains dwelling area or living space) plus any other exterior improvement to a Lot.

**Section 1.14 Lot** "Lot" or "Lots" shall mean a parcel of real property defined as one Lot shown on a recorded Plat and/or any replat thereof, of the Subdivision specifically including any easements or reserves. See Appendix 1, Minimum Dwelling Sizes, and Appendix 3, Lot Designations and Locations, for more specific information.

- a) Coach Lot also referred to as Mobile Home Lot – any Lot allowing single-wide mobile homes.
- b) Cottage Lot – Lot with small minimum square footage requirements. See Appendix 1.
- c) Creek Lot – Lot with small minimum square footage requirements. See Appendix 1.
- d) Double Wide Lot - Lots in Section 10 with provision for double wide mobile homes.
- e) Golf Course Lot – all Lots having a common boundary with any portion of the Golf Course as recorded on the Plat.
- f) Inland Lake Lot – all Lots having a common boundary with any lake entirely within Westwood Shores Subdivision but not a common boundary with Lake Livingston.
- g) Inland Lake Estate Lot – all Lots having a common boundary with any lake entirely within Spring Lake Estates section of Westwood Shores Subdivision but not a common boundary with Lake Livingston.
- h) Lake Livingston Lot – all Lots having a common boundary with Lake Livingston as recorded on the Plat.
- i) Mobile Home Lot – refer to Coach Lot above.

- j) Patio Lot - Lot with zero side set back line on one side. Patio Lot may be a: Creek Lot, Golf Course Lot, Inland Lake Lot, Lake Livingston Lot, or a Town and Country Lot.
- k) Town & Country Lot – all Lots not designated Golf Course, Inland Lake or Coach Lots.
- l) Townhouse Lot – all Lots in Westwood Village - with small minimum square footage requirements. See Appendix 1.

**Section 1.15 Member** "Member" or "Members" shall refer to the Owner(s) of a Lot(s) within the Subdivision.

**Section 1.16 Owner** "Owner" shall mean the Person, or if more than one, all Persons collectively, who hold fee simple title of record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder. This definition of Owner does not include those having any interest merely as security for the performance of an obligation.

**Section 1.17 Plat** "Plat" shall individually and collectively refer to the maps or Plats of real property located within the Subdivision, which Plats are filed for record in the Map Records of Trinity County, Texas, and the Plat of any other real property that has become or may become subject to these Consolidated Restrictions and any Plat, replat or partial re-plat, or amendment of any of the above described Plats.

**Section 1.18 Quorum** "Quorum" shall mean the minimum number of Members that must be present at a meeting as determined by the Bylaws.

**Section 1.19 Reservations, Restrictions and Covenants** "Reservations, Restrictions and Covenants" or "RR&C's", commonly referred to as "deed restrictions," "restrictions" "Declarations" or "Consolidated Restrictions" for Westwood Shores shall mean any restrictions encumbering the Subdivision as recited hereinabove and in any deed incorporating any of the aforementioned documents set out in detail hereinabove. This Consolidated Restrictions is a document which consolidates and restates in a single document, and amends and restates in their entirety the Reservations, Restrictions and Covenants listed in Appendix 4, and is referred to herein as the RR&C's or the Consolidated Restrictions.

**Section 1.20 Single Family Residence** "Single Family Residence" shall mean a free-standing dwelling house as defined in Appendix 1 and 3 intended for single family residential use. "Single Family Residence" means a structure maintained and used as a single residential dwelling unit. Even though a dwelling unit shares one or more walls with another dwelling unit, it is a Single Family Residence if it has direct access to a street or thoroughfare and does not share heating facilities, hot water equipment, electrical service, or any other necessary functional service with any other dwelling unit.

**Section 1.21 Special Assessment** "Special Assessment" means an assessment, a charge, a fee, or dues, other than a regular assessment, that each Owner is required to

pay to the Association according to the procedures defined in Article 6.07 of these Consolidated Restrictions. In addition to the annual assessment, the Board may, in case of emergency, levy, in any assessment year, a special assessment applicable to that year only. Such Special Assessment is levied only for the purpose of defraying in whole or in part the cost of unforeseen and immediate construction, reconstruction, repair or replacement of a capital improvement in common areas owned by the POA, which failure to address would negatively impact property values within the Association or endanger person or property and/or an unusual or infrequent expense benefiting the Association. If the amount of the Special Assessment is greater than five (5) percent of the combined annual maintenance and recreational assessments per Lot or Building Site, the Special Assessment must be approved by a majority vote of Members who are present in person, or by proxy, at a meeting of the Members called for such a purpose.

**Section 1.22 Subdivision** "Subdivision" shall mean the certain real property in Trinity County, Texas consisting of nineteen platted sections described and defined in detail hereinabove as the Westwood Shores Subdivision.

**Section 1.23 Voting Rights** "Voting Rights" refers to the number and allocation of votes to each Lot or Owner which may be cast at regular or special Association meetings. Each Lot Owner is entitled to one vote for each site upon which an Assessment is levied (Consolidated Lots will be allocated one vote). If a Lot is owned by multiple Owners, such Owners shall determine amongst themselves how the single vote for that Lot shall be cast.

## Article 2 General Provisions

**Section 2.01 Applicability:** Each original Contract, Deed or Deed of Trust is deemed and held to have been executed, delivered and accepted subject to all of the provisions of the then-current RR&C's for such Lot, regardless of whether or not any of such provisions are set forth in such Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

None of the provisions hereof affect the Common Areas.

**Section 2.02 Dedication:** The streets, roads and lanes shown on the Plats are dedicated to the restricted use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth. Lanes are for the principal purpose of providing ingress to and egress from the Lots which abut them; accordingly, no cars or other vehicles shall be permitted to be parked or to stand nor shall other obstructions of any kind be permitted in such lanes.

**Section 2.03 Reservations:** The utility easements shown on the Plats are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Trinity County, Texas, as well as for the benefit of the POA and the Owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system(s) of electric light and power, telephone, cable, internet, gas,

water, sanitary and storm sewers and other utility or service which the POA may find necessary or proper.

The title conveyed to any real property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, cable, internet, storm sewer or sanitary sewer lines, poles, pipes, conduits or other appurtenances or facilities constructed by the POA or public utility companies upon, under, along, across or through such public utility easements; and the right (but not the obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the POA, its successors and assigns, or applicable public utility companies.

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 POA.

The POA reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the Subdivision or any property therein; any such change or addition to be effected by appropriate instrument recorded in the Office of the County Clerk of Trinity County, Texas.

There is a five foot (5') wide anchor and guy easement extending twenty feet (20') beyond any utility easement or public right-of-way when and where necessary for guys and anchors to support overhead utility lines.

Neither the POA, nor its successors or assigns, using said utility easements shall be liable for any damage (including removal and/or trimming) done by any of such parties or any of their agents or employees to the shrubbery, trees, flowers or other property of the Owner situated on the land covered by said utility easements.

Any utility easement may be used as a drainage easement for the construction of drainage facilities, but any such use shall not unreasonably interfere with its original purpose. Any drainage easement may be used as a utility easement, but any such use shall not unreasonably interfere with its original purpose.

The POA reserves the right at any time, and from time to time, hereafter to promulgate and impose restrictions (as well as vary and amend such restrictions) as to all or any portion of the unrestricted areas of the Subdivision identified on the aforesaid Plats. Any such action shall not, in order to be fully binding, require the joinder of any other person, whether such person be an Owner, a lien holder, a mortgagee, a Deed of Trust beneficiary or any other person.

**Section 2.04 Duration:** These Consolidated Restrictions shall be covenants that run with the land, the term of which shall be perpetual.

**Section 2.05 Amendment Procedure:** These Consolidated Restrictions may be amended or modified, in whole or in part, at any time by the filing of a recorded instrument executed by the Association or its legal representative, successors or assigns. The Association, by a two-thirds vote of the Board of Trustees of the Association, shall be entitled to use any combination of the following methods to obtain approval of the members for an amendment to these Consolidated Restrictions:

- a) By written ballot, or electronic ballot (if same is established by the Board), that states the substance of the amendment and specifies the date by which a written or electronic ballot must be received to be counted;
- b) At a meeting of the Members of the Association, if written notice of the meeting stating the purpose of the meeting is delivered to the Owners of the Lots; such notice may be hand-delivered to the Owners, sent via regular mail to the Owner's last known mailing address, as reflected in the Association's records, or via email to the Owner's email address as reflected in the Association's records.
- c) By any other method permitted under this document or applicable law.

Approval by a majority of the vote allocated to the Members of the Association voting in favor of said amendment shall be required to amend or modify these Consolidated Restrictions. Upon approval of the Members, as set out herein, (as evidenced by the President's or Vice-President's signature) the amended declaration shall be recorded in the Real Property Records of Trinity County, Texas, whereupon to the extent of any conflict with these Consolidated Restrictions, the amendment or the amended declaration shall control. For purpose of this section, the approval of multiple Owners of a Lot may be reflected by the signature of any one Owner of such Lot.

**Section 2.06 Enforcement:** In the event of any violation or attempted violation of any of the provisions herein, 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 violation 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 has sustained by reason of the violation of such provisions. It shall be lawful for the POA 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. While the POA has the right to seek legal action to enforce these restrictions, it does not have the sole responsibility for enforcement, and the exercise of the POA's discretion to not take legal action to enforce an alleged deed restriction violation shall create no cause of action by any property owner against the POA. The decision to pursue enforcement action in any particular case shall be left to the Board's discretion. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- a) The Association's position is not strong enough to justify taking any or further action;
- b) Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources;
- c) That it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.



Such decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Notwithstanding anything contained herein to the contrary, no Owner shall have the right to enforce the lien rights retained in the RR&C's in favor of the Association and/or other rights, regarding Assessments, retained by the Association.

**Section 2.07 Partial Invalidity:** In the event 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 provisions, including these Consolidated Restrictions, shall remain in full force and effect, binding in accordance with their terms.

**Section 2.08 Effect of Violations on Mortgagees:** No violation of the provisions herein contained, or any portion thereof, shall affect 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; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

### **Article 3 Architectural Control Committee**

**Section 3.01 Purpose:** The purpose of the Architectural Control Committee (ACC) is to review plans in order to ensure compliance with the RR&C's thus establishing and preserving a harmonious and aesthetically pleasing community.

**Section 3.02 Administration:** The ACC shall consist of five (5) members, elected by the Owners. A member of the POA Board is assigned to be a non-voting liaison with the ACC. There will be a three (3) year, staggered term for the elected positions and will transition from the current three (3) committee members as follows:

- One member of the current ACC will serve for one additional year.
- Two members of the current ACC will serve for two additional years.
- The two newly elected members will serve three years each.

The elections will be held in conjunction with the POA Board elections. All new candidates will receive an outline of their duties along with the ACC candidate application. An ACC candidate must be an Owner in Westwood Shores.

Voting Rights are defined in Article 1.23 of this document. The POA Board is empowered to arrange for elections.

Upon the death, resignation, refusal or inability of any ACC member to serve, the remaining members may fill the vacancy by appointment to complete the unexpired term of the vacated position.

The ACC shall furnish monthly reporting of its activities to the POA Board, shall have expenditures budgeted and approved by the POA Board, and shall implement the requirements of these Consolidated Restrictions and recorded resolutions and policies of both the POA and the ACC.

The ACC has the authority to create and/or modify the ACC Guidelines, policies and resolutions, but the POA Board must approve and record said documents. All such documents shall be available electronically to Members. Printed copies may be obtained from the POA office on request in accordance with POA policies for record production.

**Section 3.03 Basic Rules:** No building, mobile home, cottage or external improvements or modifications of any character shall be commenced, erected or placed on any Lot within the Subdivision until written approval is secured from the ACC. Approval shall be granted or withheld based on matters of compliance with the provisions of these Consolidated Restrictions, guidelines and policies, quality of materials, as well as harmony of external design with respect to existing and/or anticipated structures and topography. Approval or disapproval as to architectural control matters shall be in writing.

Permits and Inspection information shall be available in the ACC procedures and guidelines.

Complete ACC forms, policies and guidelines shall be available electronically to Owners. Printed copies may be obtained from the POA office on request in accordance with POA policies for record production.

**Section 3.04 Grievances:** In the case of a grievance regarding an ACC decision, the Owner will first meet with the ACC to see if they can come to an agreement. If there is no resolution at that time, a joint meeting will be called with the Owner, the ACC, and the Board. The finding of the Board at this meeting shall be the final decision.

**Section 3.05 Enforcement:** Enforcement of the ACC Policies and Guidelines will be the same as the POA's Enforcement (see section 2.06 of these Consolidated Restrictions).

**Section 3.06 Effect of Inaction:** Within forty five (45) days of the next regularly scheduled ACC meeting's submission deadline following receipt of a complete application, as defined by the ACC guidelines, and any applicable fees, the ACC shall take action and notify the Owner of approval or denial in writing. In the event that the ACC fails to approve or disapprove in writing any such complete application within forty five (45) days, the plans shall be deemed approved so long as they are in compliance

with the provisions set forth in the dedicatory instruments of the Association. Should work pursuant to any plan be commenced in contradiction to the dedicatory instruments of the Association, said structure shall be corrected at the expense of the Owner and subject to enforcement action as stated herein. The ACC is hereby vested with the right, but not the obligation, to refuse to review a request for review of plans for improvement or modification or to deny such a request, if the Owner requesting the same is delinquent in payment of any sum owed to the Association or has a deed restriction violation existing on this Lot. The ACC shall notify the Owner of receipt of the request for review of plans for improvement or modification and shall notify the Owner within forty five (45) days of the next regularly scheduled ACC meeting's submission deadline following receipt of a complete application, as defined by the ACC Guidelines, and any applicable fees, that the request will not be review or that the request is denied.

**Section 3.07 Effect of Approval:** The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the terms and provisions hereof shall be complied with if the building, mobile home, cottage and/or other improvement(s) are erected in accordance with said plans, specifications, and Plat. 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, mobile home, cottage and/or improvement(s) is not constructed in accordance with such plans, specifications, and Plat, or such building, mobile home, cottage and/or improvements are constructed in accordance with such plans, 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 exercised thereof.

**Section 3.08 No Implied Waiver or Estoppel:** No action or failure to act shall constitute a waiver or estoppel with respect to future actions by the ACC (or the POA Board) with respect to the construction of any improvements within the Subdivision. Specifically, approval of any such residential construction shall not be deemed a waiver or an estoppel to withhold approval or consent for any similar construction or any similar proposals, plans, specifications or other materials submitted with respect to any other residential construction by such person, or other Property Owners.

**Section 3.09 Variances:** The ACC shall have the right to create, alter, and amend building setback lines and utility easement lines, in accordance with the following:

- a) making the Lot(s) useful for the purpose for which they were designed
- b) harmonizing and making aesthetically attractive the neighborhood of the Subdivision in which the Lots are located.

Regarding the exercise of the rights described above, the ACC may issue variances when circumstances may require a variance. Such variances must be evidenced in writing, recorded with the county, and shall become effective when signed by the ACC. If any such variances are granted, no violation of the provisions of these Restrictions shall be deemed to have occurred with respect to the matter for which the variance is

granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these RR&C's for any purpose except as to the particular property and particular provisions hereof covered by the variance as expressly dictated in writing and recorded as public record, nor shall the granting of any variance affect in any way the Owners obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

**Section 3.10 Non-Liability:** Neither The ACC nor the POA Board shall be liable to any Property Owner, or any other person, for any loss, damage or injury arising out of, or in any way connected to any action or failure to act in connection with the approval or disapproval of plans and specifications, or any approval or disapproval of any request for variance including, without limitation, mistakes in judgment, negligence, malfeasance or nonfeasance. No approval or conditional approval of plans and specifications, and no publication of minimum construction standards or rules and regulations shall ever be construed as representing a warranty or guaranty that the improvements or modifications will comply with applicable building codes, legal requirements or other governmental laws or regulations, or as to any other matters relating to the health, safety, workmanship or suitability for any purpose.

**Section 3.11 Remedies:** The Board and/or the ACC shall have the authority hereunder to require any Owner or Owner's agents or contractors to cease and desist in constructing or altering any improvements on any Lot, where: (i) such actions have not first been reviewed and approved, and/or (ii) such actions constitute a violation of these Consolidated Restrictions, the Guidelines or any other documents promulgated by the Board and/or the ACC. The violating Owner shall remove such violating improvements or site work at their sole expense and without delay, returning same to its original condition or bringing the Lot into compliance with these Consolidated Restrictions, ACC documents and any plans and specifications approved by the ACC for construction and/or improvement on that Lot. If an Owner proceeds with construction and/or improvement that is not approved by the ACC, or that is a variance of the approved plans, the Association may assess fines, and may continue to assess such fines, until ACC approval is granted or the violation is removed. These Consolidated Restrictions are notice of such liability for violation and Owners hereby agree to bear the cost and expense to cure any violations according to this provision, regardless of the substantial cost, time or loss of business involved. Each Owner acknowledges that it may not always be possible to identify objectionable features of proposed construction or alteration of improvements until such construction and/or alteration is completed, in which case it may be unreasonable to require changes to the improvements involved; however, the ACC may refuse to approve similar proposals in the future.

The cease and desist shall be delivered to the Owner, if available, or any agent or contractor with apparent authority to accept same and such notice shall be binding on the Owner as if actually delivered to the Owner. Hand delivery of the cease and desist order shall be followed by written notice to the Owner accordingly.

The ACC or its agents or assigns shall have the right, but not the obligation, to enter any Lot to determine if violations of these Consolidated Restrictions, the

Guidelines, or any other documents promulgated by the ACC exist. In so doing, the ACC shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry nor in any way shall the Association or its agents be liable for any accounting or other claim for such action.

**Article 4**  
**General Restrictions**

The "General Restrictions" set forth in this document shall be applicable to all types of Lots in the Subdivision, unless otherwise noted. In addition to and taking precedence over the aforementioned "General Restrictions," Lots shall be subject to "Special Restrictions" as applicable.

In the event of default on the part of the Owner of any Lot in observing the restrictions herein, both General and Special, and if such default continues after thirty (30) days written notice thereof, the POA may take action to correct the default. The POA or others authorized by the POA may cut weeds and grass, remove garbage, trash and rubbish or do any other thing necessary to secure compliance with these Consolidated Restrictions, so as to place said Lot in a neat, attractive, and sanitary condition. The Association shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such corrective action, nor in any way shall the Association or its agents be liable for any accounting or other claim for such corrective action. The defaulting owner will be charged for the reasonable cost of such work and associated materials. The owner agrees with the purchase of a Westwood Shores Lot to pay such statement immediately upon receipt. The payment of such charge is secured by the same lien, which secures the Assessment.

**Section 4.01 ACC Approval:** Any Lot may be utilized as a residential site providing the following conditions are satisfied in accordance with these Consolidated Restrictions and ACC guidelines available in a separate document.

- a) Written approval must be secured from ACC.
- b) Dwellings must be limited to one or two-story, detached, single-family residential structures (except Townhouses which may share a common wall).
- c) Other buildings incidental to the residence, such as garages and/or storage buildings, may be erected, subject to prior ACC written approval of plans and specifications.
- d) All dwellings must provide off street parking for a minimum of two (2) vehicles.

**Section 4.02 Building Setback Lines:** Minimum building setback lines are specified on the Plats and addressed in these Consolidated Restrictions (see Appendix 2). If discrepancy occurs between these two documents, the setback distance in the Plat shall control. Encroachment upon the specified setback lines with any structure is prohibited, except where granted a variance by ACC, and any such variance will be granted only where a positive contribution to the residence, site, or surrounding community can be demonstrated. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that

this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot.

**Section 4.03 Consolidation:** Any owner of two or three adjoining Lots (or portions thereof) may seek approval from ACC to consolidate such Lots or portions into one or two Building Sites; Guidelines and restrictions shall be obtained from ACC.

If approved, side setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the Plat.

There are certain easements that are dedicated by the Plat or by these Consolidated Restrictions that presently contain utility facilities or are designated to contain utility facilities. Adjoining Lots may not be consolidated into a composite Building Site where the construction would encroach upon these easements unless such easements have been abandoned by all utilities or other agencies entitled to their use.

**Section 4.04 Single Family Residential Purposes** No Lots shall be used except for Single-Family RESIDENTIAL PURPOSES. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, licensed daycares, duplex houses, apartment houses, boarding houses, hotels, churches and all other commercial uses as all such uses of said property are hereby expressly prohibited. The term "Single-Family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants, which shall be limited to a single family. Single-Family shall mean the use of and improvement to a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein.

It is permitted for Owners to lease a residence in the Subdivision, so long as tenants are leasing the entire land and improvements comprising the home site. "Leasing" for purposes of these Consolidated Restrictions, is defined as occupancy of a dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. No fraction or portion of any dwelling may be leased or rented.

All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of these Consolidated Restrictions or the governing documents of the Subdivision by a tenant or a tenant's family, guests or invitees, and the Board, in its sole discretion, may require termination by the Owner and eviction of the tenant in such event. Rental or lease of the Lot and residence shall not relieve the property Owner from compliance with these Consolidated Restrictions.

**Section 4.05 Offensive Activity Prohibited:** 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 to the neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Subdivision.

**Section 4.06 Temporary Structures:** Temporary structures such as trailers, campers, vehicles, or tents may not be used on any Lot as a residence. Structures that are not

designed to be used as residences such as shacks, garages, barns, or other outbuildings may not be used on any Lot as a residence.

**Section 4.07 Animals:** No animals, livestock or poultry may be raised, bred or kept on any Lot with the following exception. Dogs, cats or other common household pets may be kept as household pets if the conditions herein are met. They must not be kept, bred or maintained for commercial purposes. Pets must not be allowed to roam freely within the Subdivision. Pet owners must remain in compliance with all applicable state and county laws regarding restraint of pets. Pets must not constitute a nuisance, danger, or disruption to Lot owners, their families or guests. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Subdivision, or nearby property, or destructive of wildlife, that animal shall be deemed to be a deed restriction violation. If the owner of a dangerous animal refuses to remove that animal from the Subdivision, in violation of these Consolidated Restrictions, the Association or its agents shall be authorized to request a local governmental agency with appropriate jurisdiction to take over the enforcement of this provision.

**Section 4.08 Walls, Fences, and Other Borders** No wall, fence, or dog run shall be erected, maintained, or permitted without the prior written approval of the ACC in accordance with recorded ACC Guidelines and policies.

No structure or landscaping element shall be erected, maintained, or permitted which would obstruct the line of sight at street intersections.

**Section 4.09 Property Maintenance:** All Lots must be kept in a well-maintained, sanitary, and attractive condition at all times.

Regular cutting/ trimming of grass, shrubs, and weeds is required.

No Lot may be used for the storage of material or equipment except when necessary for normal residential requirements or for the ACC approved construction of improvements on the Lots.

Lots must be kept free of the accumulation of garbage, trash or rubbish.

There shall be no burning of garbage, trash, rubbish, shrubs or trees on the Lots.

All clothes lines, yard equipment, or storage piles shall be kept screened as to conceal them from view of neighboring Lots, streets or other properties. Outdoor recreation or play equipment shall be stored in rear of the home. Exception to these rules may be granted by the Board in exceptional circumstances and in its sole discretion.

In all sections (except Westwood Village I, II, and III) boats, off-road motorized vehicles, personal water crafts, trailers, campers, fifth wheels and motor homes may be parked no closer to the front (as determined by the 911 address) than the front corner of the main structure of the house, and in the case of a corner Lot, no closer to the side street than the side building line or corner of the house and either:

- a) on concrete pads approved by the ACC for such purpose; OR
- b) if not parked on such a pad a maximum of two such items is permitted and must be parked as described above.

A temporary exception to these rules may be granted in writing by the POA Board.

Westwood Village I, Westwood Village II, and Westwood Village III residents are not permitted to bring any boats, camping units, boat trailers, or other types of trailers into the Westwood Village sections.

**Section 4.10 Placement of Signs:** The placement of signs on any Lot is subject to the provisions outlined in the published POA Sign Policy, which defines permitted types, sizes, locations, and duration.

**Section 4.11 Prohibition of Tree and Dirt Removal:** The digging or removal of any dirt from any Lot is prohibited except as necessary in conjunction with the landscaping of or construction on such Lot.

On undeveloped lots, trees may be cut or removed to provide room for construction of improvements or in accordance with recorded Guidelines. A homeowner, on a developed lot, may remove trees as desired.

No trees shall be cut or removed except to provide room for construction of improvements or, with prior written approval of the POA, to remove those trees which are dead or pose a danger to personal property.

**Section 4.12 Firearms:** No Lot or other portion of the Subdivision shall be used for hunting or for the discharge of any pistol, rifle, shotgun, any other firearm, bow and arrow, or any other device capable of killing or injuring. However, upon recommendation of the Texas Parks and Wildlife, with approval of the Board, an exception may be allowed for the purpose of wildlife management. Such exception shall be held in strict accord with Texas State law and Rules and Regulations adopted by the Board.

**Section 4.13 Driveway Construction:** Driveways are required and shall be constructed entirely of concrete, asphalt, pavers, or other solid surface approved by the ACC, and shall be completed prior to or simultaneously with the construction of a dwelling and/or any structure for the purpose of vehicular storage on said Lot.

**Section 4.14 Obstruction Prohibited:** No obstruction of any kind shall be permitted in any drainage ditch within the Subdivision, except a culvert properly installed by the Owner and as approved in writing by the ACC.

**Section 4.15 Sewage Disposal:** No outside toilets shall be permitted, except during new residence construction, 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 body of water. No septic tank or other means of sewage disposal may be installed or permitted on any Lot or common area unless Westwood Shores M.U.D. does not supply sewage disposal for that Lot and unless prior written approval is given by ACC.

**Section 4.16 Oil Development Prohibited:** No oil drilling, oil development operation, oil refining, or mining operation of any kind shall be permitted upon any Lot or Common Area. No wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. At no time shall the drilling, usage or operation of any water well be permitted on any Lot or Common Area.

**Section 4.17 Propane Tanks/ Mechanical Equipment:** Propane tanks shall be completely screened from public view. Screening of other exterior equipment may be



required by the Association for aesthetic purposes. Screening may consist of architectural or planting elements as approved by the ACC.

## **Article 5 Special Restrictions**

In addition to and taking precedence over the aforementioned "General Restrictions," the following types of Lots shall be subject to "Special Restrictions" as applicable.

### **Section 5.01 Golf Course Lots (Section 13 Only):**

- a) No above-ground electric service wires shall be permitted upon any Lot or common area (except for temporary power during construction). Underground electric service lines shall extend through and under said Lots in order to serve any structure thereon; and the area above and 2.5 ft. on either side shall be subject to excavation, refilling and access for the installation, inspection, repair and removing of said underground facilities by such utility company; and Owners of said Lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees and other obstructions.
- b) Sewage disposal for Section 13 will be by aerobic/septic system. Any system constructed or maintained shall meet the Texas Department of Health's Construction Standards for Private Sewage Facilities and any other requirements of state and local governmental authorities. Plans for the septic system, a percolation test result and a statement from a recognized authority that the system will meet the applicable standards shall be submitted with the plans to ACC.

### **Section 5.02 Inland Lakes Lots:**

- a) No pier or other structure other than a bulkhead, as hereinafter referred to, shall be permitted which projects into the water (whether within or outside of the Lot line) except in Section 3 on Westwood Lake.
- b) A bulkhead may be constructed at the water's edge, without a dock, provided that the plans and specifications for such bulkhead have been approved by the ACC and such bulkhead is thereafter constructed in strict compliance with such approved plans and specifications.
- c) No boat slip or other mooring indentation into any Lot shall be permitted.

### **Section 5.03 Lake Livingston Lots:**

- a) No pier, dock or other structure (other than a pier in connection with a bulkhead, as hereinafter provided for) shall be permitted which projects into the water (whether within or outside of the Lot line).
- b) A boat slip or other mooring place may be constructed at an indentation into a Lot, or a bulkhead may be constructed at the water's edge (with or without a dock) which dock if constructed, may not extend more than twenty (20) feet beyond the bulkhead or more than one third (1/3) the distance across the waterway, whichever is less, provided that the plans and specifications for such a

boat slip or bulkhead have been approved by the ACC and a permit issued by the Trinity River Authority (TRA).

**Section 5.04 Town & Country, Golf Course, & Creek Lots (Section 8 only):**

- a) No pier or other structure (other than a bulkhead, as hereinafter referred to) shall be permitted which projects into the water (whether within or outside of the Lot line).
- b) A bulkhead may be constructed at the water's edge, without a dock, provided that the plans and specifications for such bulkhead have been approved by the ACC and such bulkhead is thereafter constructed in strict compliance with such approved plans and specifications.
- c) No boat slip or other mooring indentation into any Lot shall be permitted.

**Section 5.05 Cottage Lots:**

- a) A cottage to be placed upon a Lot must be approved by the ACC, which shall serve as sole and final authority to approve or reject all applications. Such cottages must generally conform to other cottages within the neighborhood and provide a pleasing and attractive appearance.
- b) Any driveway and/or culvert must be completed prior to or simultaneously with construction or installation of the cottage. Water and sewer must be ready for service, and all plumbing completed in the interior of the house, prior to or simultaneously with the construction or installation of the cottage.

**Section 5.06 Mobile Home Lots/Coach Lots:**

- a) A mobile home to be placed upon a Lot must be approved by the ACC, which shall serve as sole and final authority to approve or reject all applications. Such homes must be new or late model and in good condition, generally conform to other mobile homes within the neighborhood, and provide a pleasing and attractive appearance.
- b) No mobile home or coach shall be permitted on any such Lot until the following are implemented:
  - i. The manufacturer, size, design and model must be approved in writing by ACC.
  - ii. Provision for connecting water, sanitary sewer and electric utility service either furnished by the POA, utility company, or municipality must be approved.
  - iii. The wheels, axles and tongue of such mobile home are first removed and the home placed upon a foundation approved by the ACC, and such foundation shall be covered or skirted so as to conform to the general plan.
  - iv. A driveway meeting the requirements of Section 4.13 of these RR&C's is completed prior to or simultaneously with the installation of the home on said Lot.
  - v. All mobile homes must have in the front as a minimum a four (4) foot by six (6) foot deck and steps, having handrails at least thirty-six (36) inches in height, painted or stained a color approved by the ACC.

- vi. The exterior of each mobile home shall be wood, hard board, aluminum lap siding or other material approved by ACC.
- c) Any mobile home shall be completely installed upon its foundation in accordance with approved plans within thirty (30) days from the date of the start of the installation. Any building incidental to a mobile home, or modifications to the home which have been approved by ACC, shall be completed within three (3) months from the date of the start of construction.
- d) All additions to mobile homes shall be approved by ACC, and shall be completed within three months from the date of the start of construction.
- e) All mobile homes shall meet the then current Mobile Home Standards as set out by the United States Department of Housing and Urban Development and Texas Department of Labor and Standards, Mobile Home Division including, but not limited to mobile home tie-down and blocking standards.

**Section 5.07 Double Wide Mobile Home Lots:**

- a) A double wide mobile home to be placed upon a Lot must be approved by the ACC, which shall serve as sole and final authority to approve or reject all applications. Such homes must be new or late model, generally conform to other double wide mobile homes installed, or to be installed, within the neighborhood, and provide a pleasing and attractive appearance.
- b) No double wide mobile home shall be permitted on any such Lot until the following are implemented:
  - i. The manufacturer, size, design and model must be approved in writing by ACC.
  - ii. Provision for connecting water, sanitary sewer and electric utility service either furnished by the POA, utility company, or municipality must be approved.
  - iii. The tongue, wheels and axle of such mobile home are first removed and the home placed upon a foundation approved by ACC, and such foundation shall be covered or skirted so as to conform to the general plan.
  - iv. A driveway meeting the requirements of Section 4.13 of these RR&C's is completed prior to or simultaneously with the installation of the home on said Lot.
  - v. All double wide mobile homes must have in front as a minimum a four (4) foot by six (6) foot deck and steps, both having handrails at least thirty-six (36) inches in height constructed of wood and painted or stained a color approved by ACC.
  - vi. The exterior of each double wide shall be wood, hard board, aluminum lap siding or other material approved by ACC.
- c) Any double wide shall be completely installed upon its foundation in accordance with approved plans within thirty (30) days from the date of the start of the installation. Any building incidental to a double wide or modifications to the home which shall have been approved by the ACC shall be completed within three (3) months from the date of the start of construction.

- d) All additions to double wide mobile homes shall be approved by ACC, and shall be completed within three months from the date of the start of construction.
- e) All double wide mobile homes shall meet the then current Mobile Home Standards as set out by the United States Department of Housing and Urban Development and Texas Department of Labor and Standards, Mobile Home Division including, but not limited to mobile home tie-down and blocking standards.

**Section 5.08 Patio Town & Country, Patio Golf Course, Patio Creek, Patio Inland Lakes, Patio Lake Livingston, and Patio Lake Livingston View Lots:** The area within the side building set back line, as shown on the Plat, shall be subject to a temporary easement for access (work area encroachments and overhangs) during and in connection with construction of improvements on adjacent property. This same temporary easement may be renewed and extended from time to time to make repairs and to provide maintenance on the house or building on adjacent property. It shall be the responsibility of the Lot Owner using the easement to take care of the area and improvements located within this easement and to leave the area in the same condition as found.

Each zero lot line and Patio Lot shall have, to the extent necessary, a five (5) foot access easement extending the entire depth of the Lot from front to back abutting and parallel to the zero Lot line wall, over, on and across the Adjoining Lot (hereinafter the "Adjoining Lot"), for the construction, repair and maintenance of improvements located on the zero Lot line. Conditions and use of the zero Lot line Access Easement, hereinafter the "Easement", are hereby declared and established by and between the Owner of the zero Lot line and Patio Lot and the Owner of the Adjoining Lot, which shall be covenants running with the land and binding on both of the above-mentioned Owners and all of their respective heirs and assigns forever. Owners of each Lot shall have and are hereby granted, a five foot (5') underground easement, extending five feet (5') into the side building setback line of the Adjoining Lot with said easement being contiguous to the Lot line of the Lot benefiting from said easement, hereinafter the "Bell Bottom Easement". Said underground Bell Bottom Easement shall be used solely for the installation, construction and maintenance of underground bell bottoms in conjunction with the installation or repair of residential foundations.

- a) The improvements erected on each Patio Lot shall provide for the off-street parking of at least two (2) automobiles.
- b) The exterior side wall of the living area adjacent to or nearest to the zero (0) building line shall be built parallel to that Lot line. In the case of Section 8 Block 3, Lots 44 & 45 the two and one-half feet (2-1/2') building set back line shall be considered the line to which the house shall be built parallel to. The ACC reserves the right to approve deviations from this requirement as it deems necessary to maintain architectural harmony.
- c) Each residential structure shall have a solid wall on the side facing the zero (0) building line or the two and one-half feet (2-1/2') set back line shown on the recorded Plat. If windows and doors are to be placed on the wall facing the zero (0) building line, the building must be five (5) feet from the zero (0) building line

shown on the recorded Plat. Notwithstanding anything contained herein to the contrary, restrictions regarding emergency escape and rescue openings in Section R310 of the International Residential Code shall control.

- d) Each structure must be built so that all of the structure is within the building lines with no roof overhangs, balcony overhangs, or other encroachments, unless a variance is granted by the ACC in accord with Section 3.09.
- e) The wall adjacent to the zero (0) building line or the two and one-half feet (2-1/2') set back line shown on the recorded Plat shall be designed and constructed to have a one (1) hour fire rating. This requirement shall not apply where the zero (0) building line is adjacent to a green belt, golf course, common area or utility easement at least five (5) feet in width.

**Section 5.09 Patio Inland Lake Lots Only:**

- a) No pier or other structure (other than a bulkhead, as hereinafter referred to) shall be permitted which projects into the water (whether within or outside of the Lot line).
- b) A bulkhead may be constructed at the water's edge, without a dock, provided that the plans and specifications for such bulkhead have been approved by the ACC and such bulkhead is thereafter constructed in strict compliance with such approved plans and specifications.
- c) No boat slip or other mooring indentation into any Lot shall be permitted.

**Section 5.10 Patio Lake Livingston Lots Only:**

- a) No pier, dock or other structure (other than a pier in connection with a bulkhead, as hereinafter provided for) shall be permitted which projects into the water (whether within or outside of the Lot line).
- b) A bulkhead may be constructed at the water's edge (with or without a dock) which dock if constructed may not extend more than twenty (20) feet beyond the bulkhead or more than one third (1/3) the distance across the waterway, whichever is less, provided that the plans and specifications for such a bulkhead has been approved by the ACC, and a permit issued by the Trinity River Authority (TRA).
- c) A boat slip or other mooring place may be constructed at an indentation into a Lot provided that the plans and specifications for such a boat slip has been approved by the ACC, and a permit issued by the Trinity River Authority (TRA).

**Section 5.11 Townhouse Lots and Party Walls:**

- a) Each Lot shall be subject to a temporary easement for access, encroachments and overhangs during and in connection with the construction of improvements on adjacent property, and a permanent easement for minor encroachments due to the settling of structures on an adjacent Lot. In addition, each Lot shall be subject to a permanent easement for encroachments of one (1) foot or less due to the erection of an adjacent structure partially upon such Lot due to mistake or inadvertence.
- b) In the event any two (2) buildings on Townhouse Lots share a common wall (the "Party Wall"), then the following provision shall apply with respect thereto unless

the owners of such buildings provide otherwise by a written contract between them which has been approved by ACC.

- i. Each wall which is built as part of the construction of the houses upon the Building Sites and placed adjacent to the dividing line between the Building Sites shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
  - ii. In the event of damage or destruction of a party wall, the cost of reasonable repair and maintenance shall be shared equally by the owners who abut the wall; each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If (other than in the case of damage by fire), either party's negligence or willful acts shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction; provided, however, that in the case of damage by fire, the party negligently causing such fire (if any) shall be liable only to the extent that such damage is not covered by insurance, and to the extent of insurance proceeds therefore, the other party shall not have any claims against the negligent party, nor shall any insurance carrier have any such claim through assignment, subrogation or otherwise. If either party shall fail or refuse to pay his share, or all of such costs in the case of negligence or willful act, the other party may have such wall repaired or restored and shall have a lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs (which lien shall be subordinate to and shall not affect the validity or priority of any mortgage or deed of trust on the premises of such defaulting party).
  - iii. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the said Building Site owned by such Owner and shall pass to such owner's successors in title.
  - iv. Neither Owner shall alter or change any such party wall in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that portion of the premises of the abutting owner on which said party wall is located, for party wall purposes.
  - v. The easements hereby created are and shall be perpetual and construed as covenants running with the land and every person accepting a deed to any Building Site in said multiple unit shall be deemed to accept the deed with the understanding that each and every purchaser is also bound by the provisions herein contained, and each and every purchaser by accepting a deed to any Building Site shall hereby consent and agree to be bound by the covenants herein contained to the same extent as though he had executed this instrument.
- c) The ACC will require that any party wall be constructed of fire resistant materials in compliance with federal, state or local building regulations or codes; provided,

however, that no owner of any Townhouse Lot shall be required to construct or pay for more than one (1) party wall to be constructed of such fireproof materials.

**Section 5.12 Drainage Provisions and Restrictions**

**a) Section 5, Block 3, Lots 36, 37, 41 and 42  
Section 5, Block 5, Lot 4 and 5**

- i. In addition to the easements shown on the recorded Plat, there is dedicated in Section 5 a ten (10) foot drainage easement being adjacent to the North side of Block 3, Lot 36 and 42; the south side of Block 3, Lot 37 and 41; the East side of Block 5, Lot 4; and the West side of Block 5, Lot 5

**b) Section 6, Block 2, Lot 1**

- i. No roadbed, bridge or other structure will be built by the POA to this Lot; however, an access easement as defined on the Plat, may be used by the Lot Owner to build a road, bridge or other structure to said Lot, subject to approval by ACC.

**c) Section 7, Block 93, Lots 3, 4, 24, and 25  
Section 7, Block 89, Lot 42**

- i. Drainage easements shown on the recorded Plat shall remain as drainage easements and the Owner of these Lots shall not allow interference with such drainage. However, the Owner shall have the right to construct residences on said Lots over portions of such easements provided that any structure does not unduly interfere with the natural flow through said easement. Approval by ACC of the plans and specifications for a residence to be constructed on any of the Lots noted herein shall be deemed a waiver of any encroachment on the drainage easement affecting such Lot, and such waiver shall be binding on all users of said easement. All users of said easement take such easement subject to the right of ACC to make such waiver. The right of ACC to make such a waiver is expressly limited to the Lots enumerated herein and no encroachment shall be permitted on any other drainage easement shown on a recorded Plat without the express written consent of the POA and Westwood Shores Municipal Utility District.

- d) **Section 5 Block 3: Lots 1 thru 10, 19, 21 thru 32, 34 thru 42, 47, 48, and 49.**  
**Section 6 Block 1: Lots 5 thru 7, 15 thru 19, 21 thru 29, 34, 35, 43 thru 46, & 52.**  
**Section 6 Block 2: Lots 1 thru 15, 17 thru 21, 30, 31, 36, 40, 41, and 42.**  
**Section 6 Block 3: Lots 23 thru 29.**  
**Section 6 Block 4: Lots 1 thru 6, 10, 11, and 15 thru 20.**  
**Section 10 Block 6: Lots 1, 2, 13, 14, 15**  
**Section 10 Block 10: Lot 17.**  
**Section 13 Block 1: Lot 2**  
**Section 13 Block 2: Lot 11**

- i. There are certain ravines shown on the recorded Plat with hash marked lines to represent the approximate high bank area, and such ravines are designated as a drainage area. Any Lot Owner whose Lot has the hash marked high bank area of the ravine located adjacent to or on the Lot must retain this drainage area in its present form and may not block or otherwise change the drainage area without approval of ACC.
- ii. In some instances a Lot Owner may be permitted by ACC to build over or fill portions of the drainage area that is on his Lot, where it would not interfere with the present or future drainage from other Lots. However, before any improvements or changes are made they must be submitted in writing for approval by ACC.
- iii. If the ACC approves construction in such drainage area, then the drainage area shall be deemed abandoned as to such filled area and this abandonment shall be evidenced by an instrument in writing executed by ACC and filed for record in the Deed Records of Trinity County, Texas. The expression of approval or disapproval by ACC shall not in any manner be deemed or construed as a waiver or guaranty, and ACC assumes no liability therefore, and each person acquiring property in this Section by whatever means expressly waives such liability on the part of ACC.

**Section 5.13 Elevation Restricted Lots:**

- a) Neither the POA nor ACC, nor their successors or assigns, shall be liable for any loss of use of, or damage done to, any shrubbery, trees, flowers, improvements, bulkheads, piers (or any vessels attached thereto), fences, walls or buildings of any type or the contents thereof on any Lot in the Subdivision caused by changes in the water level of Lake Livingston, or of any lake within Westwood Shores.
- b) The following restrictions apply to any Lot wholly or partially located at an elevation below one-hundred thirty-eight (138) feet above sea level. Each such Lot is subject to a flowage easement recorded in Volume 176, Pages 750 & 762 Deed Records of Trinity County, Texas. In addition to being approved by the ACC, plans for buildings and improvements on such Lots must also satisfy the requirements of, and be approved in writing in the form of a permit by the Trinity River Authority; no building or improvement shall be erected or permitted without such compliance.



c) No improvement shall be erected on the Lots listed herein unless the foundation slab is not less than the elevation above sea level as shown below:

	<u>Section</u>	<u>Block</u>	<u>Lot</u>	<u>Flood Elevation</u>	<u>Interior Lake</u>
1		3	10, 11, 24-27	188	Horseshoe Lake
1		5	1	170	Golf Course
1		7A	2, 3	161.3	Sand Lake
1		16	1-3	161.3	Sand Lake
1		33	15-18	161.3	Sand Lake
1		34	11, 15, 19	161.3	Sand Lake
2		35	16-20	161.3	Sand Lake
2		36	16, 17	161.3	Sand Lake
3		55	1-6	163.5	Westwood Lake
3		56	1, 3, 6	163.5	Westwood Lake
3		59	1-8, 14-21	163.5	Westwood Lake
3		60	6-8, 10-21, 25, 26	163.5	Westwood Lake
3		61	5-20, 22	163.5	Westwood Lake
4		64	10-12	174	Sunset Lake
4		65	16-20	174	Sunset Lake
4		66	16-18	184	Spring Lake
4		66	1-5, 29, 30	188	Horseshoe Lake
4		67	20-22	188	Horseshoe Lake
4		68	5-14, 23-29	188	Horseshoe Lake
4		69	4-10	188	Horseshoe Lake
4		70	1, 3-14	188	Horseshoe Lake
4		71	1-22	188	Horseshoe Lake
4		72	1-10	188	Horseshoe Lake
8		1	1, 72, 73, 75, 76	163.5	Westwood Lake
8		2	52, 66-71	163.5	Westwood Lake
8		3	56-58	163.5	Westwood Lake
8		4	1-17, 20-28	163.5	Westwood Lake
8		5	1, 22-43	163.5	Westwood Lake
9		1	42-47	163.5	Westwood Lake
9		2	1-43	163.5	Westwood Lake
9		3	1, 6-7, 10-17	163.5	Westwood Lake
9		6	7-11, 16, 34-37	163.5	Westwood Lake
9		13	4-7	173.5	West Lake
9		15	7-11	173.5	West Lake
9		16	1-13	173.5	West Lake
10		1	8-22	173.5	West Lake
10		5	12-18	173.5	West Lake
10		6	7-9	173.5	West Lake
11		2	1-22	161.3	Sand Lake
11		3	6-10, 31, 32	161.3	Sand Lake
11		4	1, 21-25	161.3	Sand Lake
11		16	34, 36, 37	161.3	Sand Lake
14		1	11-13	163.5	Westwood Lake
14		2	20-27	163.5	Westwood Lake

## Article 6 Covenants for Assessment

**Section 6.01 Creation of the Lien and Personal Obligation of Assessment:** Each Lot or Building Site in the Subdivision shall be subject to annual Assessments or charges and Special Assessments. Each Owner of a Lot or Lots, by acceptance of a deed therefore, whether or not it shall be so expressed, shall be deemed to covenant and agree to pay such Assessments. The Assessments are payable to the Association and such annual and Special Assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. If such Assessments become delinquent and collection is made necessary by an attorney, then court costs and reasonable attorney fees shall also be a charge on the land and shall be a continuing lien upon the property against which each Assessment is made. In addition, Assessments shall be deemed delinquent thirty (30) days after each Assessment becomes due and payable and interest and/or late fees, as may be imposed by the Board, shall commence to accrue upon such delinquency. Each such Assessment, together with penalties, interest, court costs, and reasonable attorney fees, shall also be the personal obligation of the person, persons, or entity who or which was the Owner at the time the Assessment fell due. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or the Board under these Consolidated Restrictions, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association. The obligation to pay Assessments is a separate covenant on the part of each Owner of a Lot. No Owner may waive or otherwise escape liability for the Assessments provided for in these Consolidated Restrictions by reason of non-use or abandonment.

**Section 6.02 Purpose of Assessments:** Assessments levied against the Lot or Building Site shall be used for any legal purpose for the sole benefit of the Subdivision as determined by the Board, including by way of illustration and not limitation costs of enforcement of these Consolidated Restrictions, business costs of the Association, maintenance of any Common Area and other purposes as the Association may deem to be in the Subdivision's best interest.

**Section 6.03 Annual Assessments:** Each Assessment outlined in these Consolidated Restrictions shall be paid annually, in advance or as otherwise permitted by the Board on or before January 1<sup>st</sup> of each year. Each Assessment may be changed from time to time by the Board and shall be the amount determined not less than thirty (30) days preceding the due date of said Assessment. All other matters relating to the levying, collection, expenditure and administration of Assessments shall be determined by the Board.

**Section 6.04 Assessment Exemption:** The following properties are exempt from payment of annual assessments or charges and special assessments: all Common Areas; any property dedicated to and accepted by any governmental authority or public

utility. The Board reserves the right at all times, in its own judgment and discretion, to exempt any Lot in the Subdivision from the Assessments or charges, or to adjust or alter these Assessments, when this is deemed to be in the best interests of the Subdivision.

**Section 6.05 Subordination of the Lien to Mortgages:** In order to secure payment of all Assessments and charges, a lien shall be and is hereby reserved in the deed from the seller to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the POA. The Assessment lien shall be subordinate to the lien of any first mortgage, and to the liens of any bank, insurance company or institutional lender which lends money for the purchase, construction, improvement and/or permanent financing of Improvement on any Lot. The Assessment lien is superior to all other liens.

**Section 6.06 Types of Assessments:**

- a) **General Maintenance Assessments:** Each lot subject to these Restrictions is subject to an annual General Maintenance Assessment. The purpose of this assessment is promotion of those matters which are deemed by the Board to benefit the Association as a whole, including but not limited to, maintenance of Common Areas, business costs, and enforcement costs and is further defined in 6.02.
- b) **Recreational Assessment:** There shall be levied upon each Lot subject to these Consolidated Restrictions a annual Recreational Assessment to be paid to the Association. The recreational facilities of the Association shall consist of an 18-hole golf course, tennis courts, swimming pool, a clubhouse, and/or other facilities as approved by the Board. The purpose of this assessment is defined in 6.02 and shall be used for the recreational facilities as defined herein, and to the extent funds are available, to ensure they are kept in a well-maintained, sanitary, and attractive condition at all times in accordance with the standards that are or shall be set by the Board for the benefit of the Association. It is further understood that the payment of such recreational assessment shall not prohibit the owner/ operator of such facility from making charges for food and beverages, or other charges associated with the recreational facilities, or for allowing non-members, the use of such facilities from time to time.
- c) **Townhouse Maintenance Assessments:** Each Lot in Westwood Village I, II, and III is additionally subject to a Townhouse Maintenance Assessment, which is established by the POA and may be adjusted from time to time. It is levied for the purpose of mowing, trimming and caring for the lawn, and for such similar uses as the Board deems proper and is further defined in 6.02. This assessment does not provide for care of resident's individual flower beds and gardens.

**Section 6.07 Special Assessment Procedures:** In addition to the annual Assessment, the Board may, in case of emergency, levy, in any assessment year, a Special Assessment applicable to that year only. This Special Assessment is levied for the purpose of defraying in whole or in part the cost of unforeseen and immediate construction, reconstruction, repair or replacement of a capital improvement in Common

Areas owned by the POA, and/or an unusual or infrequent expense benefiting the Association, which failure to address would negatively impact property values within the Subdivision or endanger person or property. If the amount of the Special Assessment is greater than five (5) percent of the combined General Maintenance and Recreational Assessments levied for said year per Lot or Building Site, this Special Assessment must be approved by a majority vote of Members who are present in person, or by proxy, at a meeting of the Members called for such a purpose.

**Section 6.08 Rights in the Common Area:** Subject to the further provisions of this Section, every Owner shall have a right of enjoyment to the recreational facilities and amenities located on the Common Area, and such right shall be appurtenant to and shall pass with the title of the Lot owned by the property owner. Subject to notice and an opportunity to be heard if required by law:

- a) The POA shall have the right to suspend the enjoyment rights of any Owner for any period during which any Assessment or other amount owed by such Owner to the POA remains unpaid in excess of thirty (30) days.
- b) The POA shall have the right to establish rules and regulations governing the Owners' use and enjoyment of the Common Area and recreational area and facilities, and to suspend the enjoyment rights of any Owner for any infraction of such rules and regulations.

**Section 6.09 Rights in the Recreational Facilities:** The owner of each Lot, whose Assessments are current and not delinquent, shall be in good standing and shall be allowed to use the recreational facilities, subject to the rules and regulations of the recreational facilities as approved by the Board.

## **Article 7 Parks & Green Belts**

**Section 7.01 Recorded Plat** There is shown on the aforesaid recorded Plats for several Sections of Westwood Shores, certain tracts which are designated "Park" or "Green Belt". The POA holds title to all such tracts. No conveyance of any Lot in the Subdivision shall be held or construed to include title to, or any right, or interest in any Park or Green Belt.

**Section 7.02 Rights Of Discretion in Use** The POA reserves the right to plant, clear and landscape any or all Parks or Green Belts, to construct and maintain pathways and access routes for pedestrians thereon and to utilize such tracts generally for doing any other thing necessary or desirable in the opinion of the Board to maintain or improve the Subdivision. The decision of the Board with respect to uses which may be made or permitted from time to time of the Parks & Green Belts shall be final, so long as made in good faith. The Board may, from time to time, whenever in its discretion it deems same is desirable, promulgate or publish rules or regulations applicable to use of such tracts by Owners of Lots in the Subdivision, and such other parties as the Board may authorize to use such Parks and Green Belts.

**Article 8**  
**Binding Effect**

**8.01 Covenants.** All of the provisions hereof shall be covenants running with the land thereby affected. The provisions shall be binding upon and inure to the benefit of the Owners of the land, the POA, and their respective heirs, executors, administrators, successors and assigns.

**8.02 Severability.** The invalidity of any one or more of the provisions of these Consolidated Restrictions shall not affect the validity of the other provisions hereof.

**8.03 Compliance with Laws.** At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations with respect to the use, occupancy, and condition of the Lot and any improvements thereon. If any provision contained in this these Consolidated Restrictions or any amendment hereto is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

**8.04 Headlines.** The titles and captions for these Consolidated Restrictions and the sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in these Consolidated Restrictions.

**8.05 Governing Law.** The provisions in these Consolidated Restrictions shall be governed by and enforced in accordance with the laws of the State of Texas. Any and all obligations performable hereunder are to be performed in Trinity County, Texas.

**8.06 Notices.** Any notice required to be sent to any Owner under the provisions of these Consolidated Restrictions shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing . Owners are required to notify the Association in writing of their current address if other than the physical address of the Lot at all times. If an Owner fails to notify the Association of their current address, the Board may use the address of the Lot as the current address. If Owner leases the property, Owner shall supply the name of the tenant present upon the execution of any lease.

**8.07 View Impairment.** The Association, does not guarantee or represent that any view over and across the Lots, Common Areas, reserves or open space within the Subdivision will be preserved without impairment. The Association shall have no obligation to relocate, prune, or thin trees or shrubs on the Common Area. The Association shall have the right to add trees and other landscaping to the Common Area. There shall be no express or implied easements for view purposes or for the passage of light and air.

**8.08 Occupants Bound.** All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) applicable to the Subdivision and Owners, shall also apply to all residents, tenants, lessees, guests, and invitees of any Lot or dwelling (collectively referred to herein as "Occupants"). Every Owner shall cause all Occupants to comply with the foregoing, and every Owner shall be responsible for all violations, losses, or damages caused by an Occupant, notwithstanding the fact that such Occupant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by an Occupant, the Association may require that the Occupant be removed from and not be allowed to return to the Subdivision and/or that any lease, agreement or permission given allowing the Occupant to be present be terminated.

CERTIFICATION

I hereby certify, as Secretary of the Westwood Shores Property Owners' Association that this Consolidated Restated and Amended Reservations, Restrictions and Covenants for Westwood Shores Subdivision was approved by at least a majority vote of the Members of the Westwood Shores Property Owners' Association voting in favor of these Consolidated Restrictions, at a meeting of the Members at which a quorum was present.

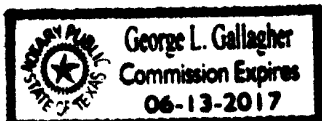
By: Diana L Barak  
Print Name: Diana L. Barak  
Title: SECRETARY

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRINITY   §

BEFORE ME, on this day personally appeared DIANA L. BARAK, the Secretary of the Westwood Shores Property Owners' Association, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 10 day of June, 2013.

George L. Gallagher  
Notary Public – State of Texas



**Appendix 1: Lot Designations, Locations, and Minimum Dwelling Sizes**

<b>Lot Designation</b>	<b>Locations by Sections - Also See Appendix 3</b>	<b>Minimum Size Home (Living Area in Sq. Ft.)</b>
Coach Lot	1	500
Cottage Lot	1, 5, 6	600
Creek Lot	8	1000
Golf Course Lot	1,3,4,7,8,9,13 WWW1,WWW2	1200 Except as Noted. 2000 1-Story Section 13 2400 2-Story Section 13
Green Belt Lot	WWW3	550 for 1-story 750 for 2-story
Inland Lake Lot Inland Lake Estate Lot	1,2,3,4,7,9,10 SLE	1200 Except as Noted. 2000 Spring Lake Estates
Lake Livingston Lot	2,7,11,WP	1500
Mobile Home Lot	5,6	10ft. x 55ft. Single-Wide 24ft. x 46ft. Double-Wide
Double Wide Mobile Home Lot	10	24 ft. X 46 ft.
Patio Creek Lot	8,14	800 Except as Noted. 1000 Section 14
Patio Golf Course Lot	8,9,14	1000 Except as Noted. 1200 Section 14
Patio Inland Lake Lot	9,11	1000
Patio Lake Livingston Lot	11,12	1500
Patio Lake Livingston View Lot	11	1200
Patio Town & Country Lot	8,9,11,12	800
Town & Country Lot	1,2,3,4,7,8,9 10,11,SLE,WP	850 Except as Noted. 1500 Westpoint 2000 Spring Lake Estates
Townhouse Lot	WWW1,WWW2, WWW3	550 for 1-story 750 for 2-story



**Appendix 2: Setback Restrictions**

- A. No building shall be located on any Lot nearer to the front of the Lot than:  
 B. No building shall be located on any Lot nearer to the side street line (or lane) than:  
 C. No building shall be located nearer to any common boundary of such Lot and any other Lot ("Interior Side Lot Line") or Greenbelt or Restricted Reserve than:  
 D. No building shall be located nearer to any common boundary of such Lot, park or golf course than:  
 E. No building shall be located nearer to the rear Lot line than:  
 F. Green Belt

	A. Front	B. Side St. or Lane	C. Lot	D. Golf Course	E. Rear	F. Green Belt
Sec. 1, 2, 3 & 4	*MBSBL	*MBSBL	3 feet	5 feet	5 feet	5 feet
Sec. 5	20 feet	10 feet	5 feet	N/A	Easement or 5 feet	5 feet
Sec. 6	20 feet	10 feet	5 feet	N/A	Easement or 5 feet	5 feet
Sec. 7	20 feet	10 feet	5 feet	8 feet	10 feet	10 feet
Sec. 7, Block 93, Lot 3	10 feet	N/A	5 feet	8 feet	10 feet	10 feet
Sec. 8	20 feet	*MBSBL	5 feet	8 feet	8 feet	8 feet
Sec. 9	20 feet	10 feet	5 feet	8 feet	10 feet	N/A
Sec 10	20 feet	10 feet	5 feet	N/A	12.5 feet	N/A
Sec. 11	20 feet	*MBSBL	5 feet	N/A	12.5 feet	N/A
Sec. 12	20 feet	*MBSBL	5 or 0	N/A	12.5 feet	N/A
Sec. 13	50 feet.	N/A	10 feet	20 feet	20 feet	10 feet
Sec 14	20 feet	*MBSBL	5 or 0	N/A	N/A	N/A
Sec 14, Lots 5, 20, 27 (Patio Lots)	20 feet	N/A	5 or 0	N/A	N/A	N/A
Westpoint	20 feet	*MBSBL	5 feet	N/A	20 feet	N/A
Spring Lake Estates	40 feet.	*MBSBL	5 feet	N/A	20 feet	20 feet
Westwood Village 1	10 feet	5 feet	N/A	8 feet	8 feet	8 feet
Westwood Village 2	10 feet	5 feet	N/A	8 feet	8 feet	8 feet
Westwood Village 3	5 feet	*MBSBL	N/A	N/A	*MBSBL	*MBSBL
All Other Patio Lots in all Sec.'s	20 feet	See Plat	5 or 0	**5 ft+0		5 feet

\*MBSBL: See Plat for Minimum Building Set Back Lines

\*\*5 ft+0: Five (5) feet on one side except as otherwise shown on Plat and a Zero (0) setback line on the opposite side except as otherwise shown on the Plat.

The "front line" of each Patio Lot shall be the shorter side of each Lot which is adjacent to a street, unless a deviation from this provision is approved in writing by the ACC. In addition, for the purposes of this article, in sections where mobile home construction is allowed, mobile homes are synonymous with buildings.

**Appendix 3: Lot Designations & Locations**

<p><b>Section 1</b></p>	<p><u>Golf Course Lots</u> – All Lots having a common boundary with any portion of the Golf Course as recorded on the Plat.</p> <p><u>Cottage &amp; Coach Lots</u> – All Lots in Blocks 16, 17, 18, 19, 20, and 24-A.</p> <p><u>Inland Lake Lots</u> – Block 3, Lots 25, 26, and 27.</p> <p><u>Town &amp; Country Lots</u> – All Lots not designated Golf Course, Inland Lake or Coach Lots.</p>
<p><b>Section 2</b></p>	<p><u>Lake Livingston Lots</u> – Lots having a common boundary with Lake Livingston as shown on the recorded Plat.</p> <p><u>Inland Lake Lots</u> – All Lots having a common boundary with any lake entirely within Westwood Shores Subdivision but not a common boundary with Lake Livingston.</p> <p><u>Town &amp; Country Lots</u> – All Lots not designated Lake Livingston or Inland Lake Lots.</p>
<p><b>Sections 3 and 4</b></p>	<p><u>Golf Course Lots</u> – All Lots having a common boundary with any portion of the Golf Course as recorded on the Plat.</p> <p><u>Inland Lake Lots</u> – All Lots having a common boundary with any lake entirely within Westwood Shores Subdivision but not a common boundary with Lake Livingston.</p> <p><u>Town &amp; Country Lots</u> – All Lots not designated Golf Course or Inland Lake Lots.</p>
<p><b>Sections 5 and 6</b></p>	<p><u>Mobile Home/Cottage Lots</u> – All Lots</p>
<p><b>Section 7</b></p>	<p><u>Lake Livingston Lots</u> – Block 89 Lots 30 thru 42.</p> <p><u>Inland Lake Lots</u> – Block 75, Lots 26 thru 32.</p> <p><u>Golf Course Lots</u> – Block 75, Lots 1 thru 25, Block 79, Lots 1 thru 6, Block 80, Lots 1 thru 5, and 47, Block 81, Lots 11 and 12, Block 82, Lots 8 thru 13.</p> <p><u>Town &amp; Country Lots</u> – All Lots not designated Lake Livingston, Golf Course or Inland Lake Lots.</p>
<p><b>Section 8</b></p>	<p><u>Town &amp; Country Lots</u> – Block 1, Lots 3, 6, and Lots 21 thru 51. Block 5, Lots 2 thru 21 and Lot 40.</p> <p><u>Golf Course Lots</u> – Block 1, Lots 14 thru 20, Lots 52 thru 67. Block 5, Lots 35 thru 38.</p>

<p><b>Section 8 (cont'd)</b></p>	<p><u>Creek Lots</u> –            Block 1, Lots 1, 2, 4, 5, Lots 7 thru 13, Lots 68 thru 76.            Block 5, Lot 1, Lots 22 thru 34, Lots 39, 41, 42, 43.</p> <p><u>Patio Town &amp; Country Lots</u> –            Block 2, Lots 2 thru 10,            Lots 13 thru 15, 37, 40, 41, 44, 47, 48, 49, 58, &amp; 59            Block 3, Lots 1 thru 71,            Block 4, Lots 18 thru 20, and Lots 52 thru 54.</p> <p><u>Patio Golf Course Lots</u> –            Block 2, Lots 1, 11, 12, and Lots 16 thru 36.            Block 4, Lots 25 thru 51, and Lots 55 thru 74.</p> <p><u>Patio Creek Lots</u> –            Block 2, Lots 38, 39, 42, 43, 45, 46, Lots 50 thru 57, and            Lots 60 thru 71.            Block 4, Lots 1 thru 17 and Lots 21 thru 24.</p>
<p><b>Section 9</b></p>	<p><u>Town &amp; Country Lots</u> –            Block 1, Lots 24 and 25,            Block 3, Lots 1 thru 17,            Block 4, Lots 1 thru 13,            Block 5, Lots 1 thru 18,            Block 6, Lots 1 thru 37,            Block 7, Lots 1 thru 21,            Block 8, Lots 1 thru 24,            Block 9, Lots 1 thru 16,            Block 10, Lots 1 thru 9,            Block 11, Lots 1 thru 13,            Block 12, Lots 1 thru 5, and Lots 7 thru 12,            Block 13, Lots 1 thru 5.</p> <p><u>Golf Course Lots</u> –            Block 1, Lots 1 thru 23, and Lots 26 thru 47.</p> <p><u>Inland Lake Lots</u> –            Block 8, Lot 25,            Block 9, Lot 17,            Block 12, Lot 6,            Block 13, Lots 6 and 7.</p> <p><u>Patio Town &amp; Country Lots</u> –            Block 2, Lots 8 and 9,            Block 14, Lots 1 thru 13,            Block 18, Lots 1 thru 6,            Block 19, Lots 1 thru 18,            Block 20, Lot 31.</p> <p><u>Patio Golf Course Lots</u> –            Block 20, Lots 1 thru 30, and Lots 32 thru 45.</p> <p><u>Patio Inland Lake Lots</u> –            Block 2, Lots 1 thru 7 and Lots 10 thru 44,            Block 15, Lots 1 thru 11,            Block 16, Lots 1 thru 13,</p>

<p><b>Section 10</b></p>	<p>Block 17, Lots 1 thru 13.</p> <p><u>Town and Country Lots</u> –construction or double wide mobile home          Block 1, Lots 22 thru 38,          Block 2, Lots 1 thru 27,          Block 3, Lots 1 thru 9,          Block 4, Lots 1 thru 10,          Block 5, Lots 1 thru 13, and 18 thru 26,          Block 6, Lots 1 thru 7, and 10 thru 15,          Block 7, Lots 1 thru 6, and 9 thru 14,          Block 8, Lots 1 thru 16,          Block 9, Lots 1 thru 15,          Block 10, Lots 1 thru 17,          Block 11, Lots 1 thru 25.</p> <p><u>Inland Lake Lots</u> –construction or double-wide mobile home          Block 1, Lots 1 thru 21,          Block 5 Lots 14 thru 17,          Block 6, Lots 8 and 9,          Block 7, Lots 7 and 8.</p>
<p><b>Section 11</b></p>	<p><u>Town and Country Lots</u> –          Block 9, Lots 1 thru 7, and Lots 10 thru 12,          Block 10, Lots 1 thru 9,          Block 11, Lots 1 thru 10, and Lots 14 thru 18,          Block 15, Lots 1 thru 4,          Block 16, Lots 1 thru 37,          Block 17, Lots 1 thru 11,          Block 18, Lots 1 thru 8,          Block 19, Lots 1 thru 13,          Block 20, Lots 1 thru 16,          Block 21, Lots 1 thru 27,          Block 22, Lots 1 thru 9.          Block 23, Lots 1 thru 11.</p> <p><u>Lake Livingston Lots</u> –          Block 9, Lots 8 and 9,          Block 11, Lots 11 thru 13,          Block 15, Lots 5 thru 28.</p> <p><u>Patio Town and Country Lots</u> –          Block 1, Lots 1 thru 10,          Block 2, Lots 13 thru 27,          Block 3, Lots 1 thru 32,          Block 4, Lots 4 thru 18,          Block 5, Lots 1 thru 23,          Block 6, Lots 1 thru 18,          Block 7, Lots 1 thru 25,          Block 8, Lots 1 thru 18.</p> <p><u>Patio Interior Lake Lots</u> –          Block 2, Lots 1 thru 12,          Block 4, Lots 1 thru 3, and Lots 19 thru 32.</p> <p><u>Patio Lake Livingston View Lots</u>–          Block 13, Lots 1 thru 16.</p>

<b>Section 11 (cont'd)</b>	<u>Patio Lake Livingston Lots</u> – Block 12, Lots 1 thru 30, Block 14, Lots 1 thru 28.
<b>Section 12</b>	<u>Patio Town and Country Lots</u> – Block 1, Lots 1 thru 50, Block 2, Lots 1 thru 8, and 31 thru 36, Block 3, Lots 1 thru 35, Block 4, Lots 1 thru 39, Block 5, Lots 1 thru 39, Block 6, Lots 2 and 3.  <u>Patio Lake Livingston Lots-</u> Block 2, Lots 9 thru 30, Block 6, Lot 1, and Lots 4 thru 36.
<b>Section 13</b>	<u>Golf Course Lots</u> – Block 1, Lots 1 and 2, Block 2, Lots 1 thru 11.
<b>Section 14</b>	<u>Patio Creek Lots</u> – Block 2, Lots 20 thru 27.  <u>Patio Golf Course Lots</u> – Block 1, Lots 1 thru 13, Block 2, Lots 1 thru 19.
<b>Spring Lake Estates</b>	<u>Town and Country Lots</u> – Block 1, Lots 1 thru 5, Block 2, Lots 4 and 5.  <u>Inland Lake Estates Lots</u> – Block 1, Lots 6 and 7, Block 2, Lots 1 thru 3.
<b>Westpoint</b>	<u>Town and Country Lots</u> – Block 1, Lots 33 thru 35,  <u>Lake Livingston Lots</u> – Block 1, Lots 1 thru 32.
<b>Westwood Village Sections 1, 2, and 3</b>	<u>Townhouse Lots</u> – All Lots (In addition to second designation below)  <u>Golf Course Lots</u> – WWV 1: Lots 1, 17 thru 21. WWV 2: Lots 33 thru 43, 51 thru 63.  <u>Green Belt Lots</u> – WWV 3: Lots 72 thru 82, 87 thru 109

**Appendix 4: Westwood Shores Subdivision: Number of Lots and Records in Trinity County, Texas, of the Original Reservations, Restrictions and Covenants**

<u>Section</u>	<u>Number of Lots</u>	<u>Date Recorded</u>	<u>Trinity County, Deed Records</u>
One	501	05-30-1972	Vol. 210 pp. 535 et. seq.
Two	245	08-15-1972	Vol. 211 pp. 610 et. seq.
Three	303	06-08-1973	Vol. 217 pp. 194 et. seq.
Four	236	11-26-1973	Vol. 220 pp. 106 et. seq.
Five	169	01-26-1978	Vol. 256 pp. 161 et. seq.
Six	156	02-14-1977	Vol. 244 pp. 97 et. seq.
Seven	401	05-10-1976	Vol. 236 pp. 806 et. seq.
Eight	335	02-12-1977	Vol. 244 pp. 112 et. seq.
Nine	397	01-26-1978	Vol. 256 pp. 175 et. seq.
Ten	212	02-06-1979	Vol. 269 pp. 277 et. seq.
Eleven	458	05-16-1979	Vol. 271 pp. 453 et. seq.
Twelve	235	04-07-1980	Vol. 282 pp. 543 et. seq.
Thirteen	13	02-06-1979	Vol. 269 pp. 249 et. seq.
Fourteen	40	02-06-1979	Vol. 269 pp. 263 et. seq.
Westpoint	35	02-10-1986	Vol. 358 pp. 243 et. seq.
Spring Lake Estates	12	03-04-1994	Vol. 548 pp. 176 et. seq.
Westwood Village 1	27	09-28-1977	Vol. 250 pp. 300 et. seq.
Westwood Village 2	44	08-03-1978	Vol. 363 pp. 599 et. seq.
Westwood Village 3	40	09-16-1983	Vol. 314 pp. 404 et. seq.

The Articles of Incorporation for Westwood Shores Property Owners Association were filed with the Texas Secretary of State and a Certificate of Incorporation issued on February 16, 1978.

STATE OF TEXAS  
COUNTY OF TRINITY

I hereby certify that the instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Trinity County, Texas in the Volume and Page as noted hereon by me.

Diane McCrory  
County Clerk, Trinity County  
By Diane McCrory Deputy



FILED  
at 130 o'clock P M

JUN 10 2013

DIANE McCRORY  
COUNTY CLERK, TRINITY CO. TEXAS  
By Diane McCrory Deputy