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875-01-2045

REAL PROPERTY RECORDS

9323922

Lake Wildwood Property Owners Association Restrictions

The following covenants and conditions are imposed as conditions running with the land on the property described on the reverse side hereof:

1. No cesspools shall ever be dug, used, or maintained on said property and whenever a residence is established on said property, all toilets shall be connected with a septic tank until such time as sewers may be available for use in connection with such property. The drainage of septic tank into any road, street, alley, or other public ditches, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and/or walks.
3. The property shall be used for new residence purposes only, and no part thereof shall be used for business purposes or any other structure whatsoever, other than a first-class private residence. No building may be moved onto this property without the inspection and approval of two officers of the Lake Wildwood Property Owners Association.
4. No trailer, basement, tent, shack, barn, or other outbuilding erected on this property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence without written authorization from one officer of this Association.
5. No residence shall be erected or placed upon the property herein restricted as residential property that does not contain at least 500 square feet exclusive of porches and garages. Residential property is here meant for the use of erecting thereon a first-class private residence, apartment, or duplex, with the customary out-buildings, garage, and servant's houses. No corrugated iron, roll siding, tar paper, or similar composition will be allowed for outside finishing materials. Exterior of residence must be completed before occupancy.
6. No hogs, goats, or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred, or kept on this property except that dogs, cats, fowl, or household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
7. No noxious or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

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8. No building shall be located closer than 25 feet to the front property line nor closer than 10 feet to any side street line nor closer than 5 feet to the inside property line.
9. A 10-foot utility easement over, under, along, and across the property herein shall not be contracted to be sold for the purposes of installing, using, repairing, and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines, and drainage ditches.
10. Purchaser agrees that he will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow trash, junk, or any unsightly objects to be dumped or accumulated on said property, in default of which Seller or its assigns may cut such grass or weeds or remove said trash, junk, or unsightly object and add the cost hereof to the amount to be paid under the terms of this contract, such costs to be paid within thirty (30) days after demand is made therefore.
11. No sign of any kind shall be displayed to the public view on this property without written permission from the Seller herein.
12. No tree or trees shall be sold, cut, or removed from this property without the written permission from the Sellers herein until 30 percent (30%) of the purchased price has been paid by the Purchaser.
13. Deleted.
14. No firearms shall be fired, displayed, or used for any purpose.
15. Multi-ownership of any lot in this subdivision, other than husband and wife ownership, will exclude all such owners from use of recreational facilities in this subdivision.
16. All lots sold in this Subdivision are subject to a levy of Thirty-Six (36.00) Dollars annually per lot for household garbage service and/or recreational facilities. This fee is levied at the option of Texas Waterways, Inc. This privilege of levy has been assigned by Texas Waterways, Inc., to a Board of Governors or Directors elected by the Association. Any such funds collected must be expended on maintenance as above stated. The above-mentioned level of Thirty-Six (\$36.00) Dollars annually per lot may be made on no more than two (2) lots owned by any owner. The amount of levy may be raised or lowered by a majority vote of the Property Owners as an election called by the Association with authority, however, no person, group, or firm will have the authority to authorize a change in the fact that no owner will be levied upon to pay a maintenance fee on more than two (2) lots. Failure of a Property Owner to pay this levy will constitute a lien on the property so owned and the owner will forfeit the privilege of use of any and all of the available facilities which can be restored upon payment in full of levy, plus penalties of \$1.00 a month for term of delinquency. And further, Purchaser, his heirs and

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assigns do hereby agree to abide by all the rules and regulations pertaining to the recreational facilities imposed by the Association.

17. The restrictions and covenants are to run with the land, and shall be binding in all of the parties and all persons until May 1, 2003, at which time such covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the property agree to change the covenants or restrictions, in whole or in part.
18. Purchaser of the property accepts said property SUBJECT to be above set out restrictions, easements and covenant running with the land, and purchaser's heirs, successors and assigns, covenants with their respective grantors that they will, and that their successors, heirs, and assigns, shall faithfully observe and perform said restriction and conditions, and each of them and if any purchaser or any person claiming under such purchaser, shall be any time violate or attempt to violate, shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions, or conditions, for any grantor of any property to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted.
19. It is agreed that nothing may be done by the parties hereto, their grantees or assigns that will result in changing, altering, or interfering with existing drainage of water across this property or adjacent property.
20. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions or covenants and same shall remain in full force and effect.
21. No lots in Lake Wildwood Subdivision shall be resubdivided in any fashion.
22. Each owner of a lot in Lake Wildwood Subdivision binds and obligates himself through purchase of said lot or lots, to maintain the same at his own expense in a neat and presentable manner. If said purchaser or any future owner of all or any part of said Subdivision shall be guilty of a breach of these restrictions and covenants, the said property shall revert to and the title thereof be revested to Lake Wildwood Property Owners Association, its successors, or assigns.
23. No Property Owner in Lake Wildwood Subdivision shall use a rented or commercial type dumpster.
24. There shall not be more than two (2) inoperable vehicles at any time on any property in Lake Wildwood Subdivision.

5/06/93

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Deed Restrictions renewed and revised at the General Meeting
April 3, 1993. Reworded and added items #23 & #24.
Put to a vote and passed by a majority of property owners.

Signed:

J. L. Parish
J. L. Parish
President

Minor Ross
Minor Ross
Vice President

FILED FOR RECORD

93 MAY 11 PM 12:01

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

MAY 11 1993



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

State of Texas
County of Montgomery

Before me, the undersigned authority, on this day personally
appeared J. L. Parish and Minor Ross, who stated
on his oath that the above statements of fact are true and
correct.

Subscribed and Sworn to before me this 6 day of May, 1993

Please return to:
Helen Evans
County Tax Office

Helen Evans

Helen Evans, State of Texas
My commission expires 8/25/94

