

73357

DEED RECORDS

VOL 231 PAGE 611

THE STATE OF TEXAS X
COUNTY OF WALLER X

KNOW ALL MEN BY THESE PRESENTS:

That General Mortgage Corp. hereinafter referred to as "Developer", with office and principal place of business in Houston, Harris County, Texas, being the owner of that certain tract of land herein referred to as Deerwood Lakes II which tract has heretofore been platted according to the plat thereof recorded in the office of the County Clerk of Waller County, Texas on Dec. 20th, 1971, after having been approved as provided by law, and being recorded in Volume 231, Page 132 of the Deed Records of Waller County, Texas, does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants which shall be and are hereby made applicable to Deerwood Lakes II.

1. GENERAL LAND USE: All lots in Deerwood Lakes II shall be and are hereby designated to be used for residential purposes only - with such exceptions as may be determined by the vote of a majority of the members of the Building Control Committee.

2. BUILDING CONTROL:

(a) There is hereby created a Building Control Committee which shall be composed of three (3) members. The initial members shall be Paul Chambers, Lamar Thompson, Paul Howard, each of whom shall serve until his successor is named. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument.

The committee's approval or disapproval of any matter herein provided for shall be in writing. A permanent record of all written

approvals or disapprovals shall be maintained. If the committee, or its designated representative fails to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

(b) No building shall be erected, placed or altered on any residential building site until the plans and specifications therefor, and a plot plan of the building site showing the location of all buildings to be erected thereon, have been approved by the Building Control Committee. This approval shall include the quality of workmanship and materials, harmony of external design with existing structures and location of building with respect to topography and finish grade elevations.

(c) The duties and powers of the committee shall cease on or after ten (10) years from date hereof, and the approval described in this covenant shall not thereafter be required unless, prior to said date, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision, and duly recorded, appointing a new committee who shall thereafter exercise the same powers previously exercised by the former committee.

3. SIZE AND LOCATION OF STRUCTURES AND MATERIALS:

(a) The floor area of any main residence building, exclusive of porches, garages, storage rooms and/or servants' quarters, shall not be less than 960 square feet except for residences which shall front on Deerwood Drive or Park View Drive which shall not be less than 1,200 square feet.

(b) All building structures shall be set back a minimum of 55 feet from the center line of the street right of way on the front of all lots; a minimum of 10' from the side lot line on all lots; and a minimum of 20' from the rear lot line on all lots.

(c) No solid board, barbed wire or other fence shall be erected or maintained on any part of any lot forward of the front building line of any lot or tract, nor on any side fronting a lake nor shall any fence, pier or structure be constructed or maintained which interferes with the free and full use of the entire lake, creeks or platted roads (Public or private), contained within this development for fishing, boating or swimming. No boat dock, pier or similar facility may be constructed or maintained on any creek. No boat dock, pier or similar facility shall be built to extend more than six (6') feet into any lake from the owner's high water line.

(d) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the site upon which the improvements are to be erected, and shall not be placed in the street or between the street and property line. No stumps, underbrush or refuse of any kind, or scrap materials from the improvements being erected on any site, shall be placed on any adjoining sites, streets or casements, and upon the completion of such improvements, any such material must be removed immediately from the property.

4. TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, garage or other outbuilding shall be used on any building site as a residence.

5. NUISANCES:

No noxious or offensive activity shall be permitted upon any

residence building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No spiritous, vinous or malt liquors, or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire codes, regulations, or instructions relating to or affecting the use, occupancy or possession of any said sites. Each and every site owner by virtue of such ownership shall be bound to maintain the site to which such ownership attaches in a neat and clear condition free of high grass, weeds and debris. There shall be no hunting or discharge of rifles, pistols or shotguns within the subdivision.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any residence building site except with written approval of the Building Committee other than one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. GARBAGE AND REFUSE DISPOSAL:

No residence building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. No garbage, rubbish or trash shall be burned within said subdivision except on windless days under close supervision and upon the owner's land only, and then only with an eight (8) foot fire break in an area with no overhanging limbs.

8. LIVESTOCK AND POULTRY:

The raising or keeping of livestock including but not limited to hogs, donkeys or poultry on any part of the subdivision is strictly prohibited. This provision shall not prevent dogs, cats or other household pets from being kept, provided they are not kept bred or maintained for any commercial purposes.

9. MOTORCYCLES

No trailbikes, motorcycles, mini-bikes, or any other motorized cycles shall be permitted on any area of the development except duly designated public streets.

10. EASEMENTS:

Easements for the installation, removal, replacement and maintenance of equipment of public utilities as shown on the recorded map of the development are reserved herein. No building or other permanent structure shall be constructed or placed within any of the ground easements shown on the recorded map of this subdivision. Aerial easements over each and every lot in the subdivision are hereby retained in favor of the company or companies that furnish electric power or telephone service.

The title to any building site shall not include title to any utility equipment located within these easements.

The right of entry to any easement for the purpose of construction, maintaining, replacing and repairing and public utility equipment located therein is expressly reserved and neither the parties executing this instrument, nor their assigns, nor the operator of any public utility shall be liable for damage to any plant, structure or building situated on such easement because of any construction, maintenance, removal or repair of the equipment.

11. DRAINAGE AND SEWAGE:

(a) No cesspool shall ever dug, used or maintained on any site in this subdivision and whenever a residence is established on any site, it shall provide only an inside toilet and it shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with said site.

Drainage of septic tank, burning or otherwise placing of sewage, garbage, cuttings or other waste into the lakes, creeks, roads, streets, ravines or open ditches is strictly prohibited and this prohibition is enforceable by any person or public body. Septic systems shall be constructed to conform to minimum standards required by the State and County Health Departments. No portion of the septic tank or drain field shall be constructed within 100 feet of any lake or creek as measured to high water line.

(b) 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 must be used for driveways and for walks, and this restriction may be enforced by Waller County authorities. Buyer accepts responsibility for proper installation of culverts, which shall be installed in a manner which will not obstruct the flow of water in ditches, and inside bottoms of culverts must be even with or below level of ditches. Should a site about on or be traversed by any drainage ditch, ravine or bayou, an easement is retained for the use of public authorities for ingress and egress, to maintain such drainage facility.

12. TRACT SIZE:

No lot or tract may be divided or sold in any parcel less than the original size deeded by the Developer. If two or more tracts are owned by one single owner, the whole tract may be subdivided into as many tracts as were originally so deeded, but no more. When one person owns more than one lot, and builds in violation of the building restrictions of the separate lots, but not of the whole tract, the whole tract may not be subsequently sold in such a manner as to violate the building restrictions for the then divided lots.

13. ENFORCEMENT:

Any person, firm or corporation owning any residential lot in Deerwood Lakes II which is subject to the restrictions herein contained, or similar restrictions hereinafter imposed, may

require the observance of these conditions, restrictions and covenants by the prosecution of any proceedings at law or in equity against any person, firm or corporation so violating or attempting to violate the same to require removal of any such violation or to enjoin the attempted violation, and shall also be entitled to any damage or other dues for any such violations.

Invalidation of any one of the provisions of this instrument by judgment of any court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

14. TERM:

These restrictions, covenants and conditions shall run with the land and shall be binding on all parties and all persons owning residential lots in said subdivision until January 1, 1981 at which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed, and duly acknowledged to entitle it to record, by a majority of the then lot owners has been recorded in the County Clerk's office in Waller County, Texas, agreeing to change these restrictions, covenants and conditions in whole or in part.

15. ADDITIONAL RESTRICTIONS

The developer or other owner of any lot or lots in said subdivision may make more onerous restrictions in any deed to any particular lot increasing the floor space required for such particular lot or making any other changes in these restrictions which are more severe and more onerous than the restrictions herein contained with reference to said lot, with such increased restrictions to be incorporated in the deed or other instrument at or prior to the time of the sale and passing of title.

16. RESTRICTIONS

For the purpose of creating and continuing a uniform plan for the improvements of the property in this subdivision, the restrictions herein imposed shall be and are hereby imposed upon each lot or parcel of land in said subdivision as shown by the map or plat above mentioned and shall constitute covenants running with the land and shall be binding upon and shall inure

to the benefit of the Developer, its successors and assigns, and all subsequent purchasers of said property, or any part thereof, and each purchaser shall be subject to and bound by such restrictions, covenants and conditions as fully as if these restrictions were fully incorporated in the deed or other instrument under which they claim.

17. ASSOCIATION

All owners of property in Deerwood Lakes II shall be members of the Deerwood Association which shall have the rights, duties and obligations specified in its charter. All owners, except the Developer of property in Deerwood Lakes II shall be obligated to pay initial dues of \$3.00 per month for every lot owned in Deerwood Lakes II plus all such other dues as shall be approved by the majority required by the charter of the Deerwood Association. It is understood that the owners of lots or tracts of land surrounding or adjoining Deerwood Lakes II shall also be members of the Deerwood Association.

At the time electrical power is connected to any structure or structures on any lot in Deerwood Lakes II, the owner of such lot shall also become obligaged to pay the Deerwood Association an additional fifty cents per month per lot so connected.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands this 31st day of December, 1971.

General Mortgage Corporation

[Signature]
Secretary
THE STATE OF TEXAS X
COUNTY OF HARRIS X

[Signature: Paul Chambers]
Paul Chambers, President

BEFORE ME, the undersigned authority, on this day personally appeared Paul Chambers, known to me to be the person whose name is subscribed to the foregoing instrument as President of General Mortgage Corporation, a corporation, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

NOTARY PUBLIC
HARRIS COUNTY TEXAS

GIVEN under my hand and seal of office this 31st day of December, 1971.

[Signature: Laverne Lonelle Bright]
Notary Public in and for
Harris County, T E X A S

Filed for Record January 14 A. D., 1972 at 9:45 o'clock A. M.
Recorded January 18 A. D., 1972 at 8:10 o'clock A. M.
DICK CUNY, County Clerk, Waller County, Texas.
By *[Signature: Lunda Wallingford]* Deputy.