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FILED FOR RECORD
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FEB 22 1972

R. P. ...
County Clerk, Harris County, Texas

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RESTRICTIONS OF WOODSTONE, SECTION THREE

STATE OF TEXAS S
COUNTY OF HARRIS S

KNOW ALL MEN BY THESE PRESENTS:

140-32-0985

At meetings of the Boards of Directors of Tectonic Corporation, a Texas Corporation (hereinafter sometimes called "Tectonic"), and WOODSTONE HOMEOWNERS' ASSOCIATION, INC., a non-profit Texas corporation (hereinafter sometimes called "Woodstone"), held in the respective offices of said corporations in Houston, Texas, on the 16th day of February, 1972, all of the directors of each corporation being present, the following resolutions were adopted by unanimous vote of the directors of each corporation, to-wit:

WHEREAS, Tectonic is the owner of all of the building sites and Lot "A", as hereinafter defined, in that certain Subdivision known as Woodstone, Section Three, an addition in Harris County, Texas, according to the plat thereof filed for record in the Map Records of the County Clerk of Harris County, Texas, in Volume 0180, Page 38 of said Map Records; and,

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WHEREAS, Woodstone, is the owner of all property other than the building sites and Lot "A", also referred to herein as the "common property", as hereinafter defined, in said Subdivision known as Woodstone, Section Three; and,

WHEREAS, "Lot A", as shown on said recorded plat of Woodstone, Section Three, is specifically excluded from the reservations, restrictions, covenants, and easements set forth herein, and is referred to only for identification purposes.

WHEREAS, it is the desire of Tectonic and Woodstone to place restrictions, covenants, conditions, stipulations and reservations upon and against such property comprising said Woodstone, Section Three, excluding "Lot A", in order to create and carry out a uniform plan for the improvement, development and sale of the building sites, for the benefit of the present and future owners of said property,

Return. Bracwell + Patterson
Trust City Nat'l B'g.

NOW, THEREFORE, BE IT RESOLVED that the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Woodstone, Section Three, excluding Lot "A", an addition in Harris County, Texas, the plat of which was filed in the Map Records of Harris County, Texas, in Volume 0180, Page 38. The reservations, restrictions, covenants and easements shall apply uniformly in the use, occupancy and conveyance of all property in Woodstone, Section Three, including the occupancy and conveyance of all building sites, and each contract or deed which may be executed with regard to any of such property in Woodstone, Section Three, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements as though set out in full or by reference in said contract or deed:

1. Building sites as the term is used in these restrictions means sites one (1) through one hundred sixty-four (164) as indicated by number on the map of Woodstone, Section Three, recorded in Volume 0180, Page 38, Map Records of Harris County, Texas.

2. Common property as the term is used in these restrictions means all property within the recorded plat of Woodstone, Section Three, excluding Lot "A" and not specifically designated as sites one (1) through one hundred sixty-four (164).

3. The common property shall be owned, improved, maintained and used by Woodstone in accordance with the following terms and conditions:

(a) That portion of the common property designated on said recorded plat as private streets shall be improved, maintained and used solely as private streets for the building site owners and their guests, invitees and licensees; provided, however, utility companies shall have the right to install and maintain enderground service facilities in the common property. Woodstone shall have full control and discretion with respect to the details of such improvements, maintenance and use of said improvements; however, no action may be instituted which would impair the right of access or use of the private streets by the building site owners, or their guests, invitees, and licensees.

(b) That portion of the common property not designated on the recorded plat as private streets shall be improved, maintained and used solely for the building site

owners, their guests, invitees and licensees as such, including by way of example, subject to the discretion of Woodstone: private sidewalks; private parking areas; private landscaped areas with trees, shrubs, walks and plantings; and private parks with landscaping, lighting, recreation equipment, swimming pool, tennis court, Association Building, and the like, harmonious and consistent with an open and accessible area; provided, however, utility companies shall have the right to install and maintain underground service facilities in the common property. Woodstone Homeowners' Association, Inc. shall have full control and discretion with the details, location and use of such items, as well as the improving and maintaining of same and the building site owners are required to abide by the regulations adopted by Woodstone Homeowners' Association, Inc.; however, no action shall be instituted which would impair the right of access or use of the common areas by the building site owners, or their guests, invitees or licensees.

Anything contrary in the foregoing notwithstanding, Owners of building sites adjacent to common property shall have the right of reasonable ingress and egress across such common property to and from their building site.

4. No building site shall be used for any purpose except "residential" purposes. The term residential purposes as used herein shall be held and construed to exclude commercial and professional uses, hospitals, duplex-houses and apartment houses, which uses are expressly prohibited; provided, however, at the discretion of Tectonic, its successors and assigns, and with its prior permission, building sites or common property may be used for models and construction and sales offices.

5. No residence or other improvement shall be created, placed or altered on any building site until the construction plans, specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee, composed of three (3) members. The names and addresses of the initial Architectural Control Committee are as follows:

Benson Ford

480 Post Oak Tower
Houston, Texas 77027

Ted Heesch

480 Post Oak Tower
Houston, Texas 77027

Frank Stewart

480 Post Oak Tower
Houston, Texas 77027

A majority of the Committee may designate a representative to act for it, and approval of plans and specifications for the erection or alteration of improvements, or any other approval which is required by these restrictions, shall be considered to have been given by the Architectural Control Committee when two members of the Committee have given their written approval to such plans and specifications or other matters requiring Committee approval. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The initial Committee members shall be required to resign from the Architectural Control Committee upon notification from Woodstone of their duly elected successors, elected by the Board of Directors of Woodstone. Thereafter, members of the Committee shall serve for the tenure as designated by the Board of Directors of Woodstone. Neither the members of the initial Architectural Control Committee, nor their successors, shall be entitled to any compensation for services performed pursuant to this covenant.

6. Each building site owner, when he constructs a residence upon any building site, shall be required to construct and maintain at his sole cost and expense lighting in and around each site as directed by Woodstone which has sole control over operation of said lighting.

7. The Party Wall agreement shall be as follows:

(a) Each wall or fence which is built as a part of the construction of the homes upon the building sites and placed on or 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.

(b) In the event of damage or destruction of a party wall, the cost of reasonable repair and maintenance shall be shared by the Owners who abut the wall; and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If 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. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's 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 cost.

(c) The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(d) Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party wall 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.

(e) The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any building site in said multiple unit shall be deemed to accept said 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 thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had executed this instrument.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall upon three days notice choose one arbitrator, and such arbitrators shall within three days choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

8. Each building site sold by Tectonic shall be subject to an annual maintenance charge to be known as the "maintenance fund charge". The maintenance fund charge shall be set by the Directors of Woodstone by December 15th of each year, shall be Seven Hundred Eighty Dollars (\$780.00) initially per year per site, and is payable to Woodstone in advance on the second day of January of each year. The first payment on each building site does not become due until there is a conveyance to a party not a signatory to these restrictions nor owning five (5) or more building sites, at which time the vendee will pay the pro rata portion required.

To secure the payment of such maintenance charge, a vendor's lien in favor of Woodstone is hereby granted against the building

sites, premises and improvements thereon in favor of Woodstone, and each building site and the owner thereof shall be charged with the obligation to pay the maintenance fund charge, regardless of whether the deed conveying a building site shall contain appropriate recitations imposing the maintenance fund charge and creating the vendor's lien. Each owner of any building site acquiring a deed from Tectonic or its successors in title by acceptance of such deed, is deemed to covenant and agree to pay such maintenance fund charges. The maintenance fund charges are payable to Woodstone and annual and any special maintenance fund charges shall be a charge on the land and shall be a continuing lien upon the property against which each such maintenance fund charge is made. Woodstone may bring an action at law against the Owner to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such maintenance fund charge all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit. In addition, any services provided by Woodstone may be terminated as to that building site owner who fails to pay his maintenance fund charge. Each such maintenance fund charge shall also be the personal obligation of the person who was the owner of such property at the time when the maintenance fund charge fell due. The personal obligation for delinquent maintenance fund charges shall not pass to his successors in title unless expressly assumed by them. This lien for maintenance fund charges shall be subordinate and shall not have priority over any lien given to secure purchase money or improvements but in the event of foreclosure of any lien for purchase money or improvements, such foreclosure shall not cut off the lien hereby granted to secure the maintenance fund charges which have become due and payable prior to the sale or transfer of such property pursuant to foreclosure, or relieve such property from liability for any maintenance fund charges thereafter becoming due.

The maintenance fund charge may be adjusted by the Directors of Woodstone over and above \$780.00 per building site per year as the needs of the property may in its sole judgment require, but in no event may the Directors adjust the maintenance fund charge upward more than ten percent (10%) over the charge for the immediately preceding year. The maintenance fund charge may be adjusted upward more than ten percent (10%) over the charge for the immediately preceding year and special assessments may be levied on building sites by the affirmative vote of fifty-one percent (51%) of the residence owners.

Woodstone shall apply the total fund arising from the maintenance fund charge, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes:

(a) For the payment of any ad valorem taxes and other assessments levied or imposed against the common property;

(b) For the construction and maintenance of rights-of-way and easements;

(c) For the upkeep, repair and maintenance of all common property and the placement of improvements, including but not limited to the swimming pool, tennis court and Association Building, fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment;

(d) To provide for the landscaping of the common property and portions of the building sites necessary to provide a uniform scheme of landscaping for the whole subdivision;

(e) For the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the maintenance fund charge applies;

(f) For the payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance fund charge;

(g) For caring for vacant building sites;
and,

(h) To provide domestic water to all building sites.

Woodstone may apply the balance of the total fund arising from the maintenance fund charge, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes:

- (a) For the employment of policemen and watchmen;
- (b) For the exterior maintenance of all residences, which exterior maintenance shall include, but not be limited to, the maintenance of:
 - (i) All roofing and sheet metal work;
 - (ii) All building exterior surfaces, including but not limited to, the pointing of masonry and the staining and/or painting of painted surfaces;
 - (iii) Repair and replacement of exterior doors and windows (including glass breakage);
 - (iv) Building siding;
 - (v) Walk and parking covers;
 - (vi) All planting visible from the lot lines; and
 - (vii) Whatever other exterior maintenance is required in the opinion of Woodstone, which opinion shall be final and conclusive; and
- (c) and doing any other thing necessary or desirable in the opinion of Woodstone to keep the property in the subdivision in neat and good order, or which it considers of general benefit to the owners or occupants of the building sites, it being understood that the judgment of Woodstone in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Woodstone reserves the right to reasonable ingress and egress to all building sites for the purpose of performing its maintenance functions as set out herein, and for the purpose of reading, checking and repairing utility meters and related equipment.

9. Woodstone's right to maintain the exterior of all residences as hereinabove described, is meant to extend to maintenance

of normal wear and tear and not to extend to exterior damage caused by casualty ("casualty damage"). In any event, however, Woodstone shall have the right, after a reasonable time from the occurrence of a casualty causing damage to the exterior of any residence, to move forward with repair of such casualty damage. In the event Woodstone does determine to move forward with the repair of such casualty damage, the owner of the residence incurring casualty damage is not relieved of the responsibility for paying for such repairs, but Woodstone shall have a mechanic's and materialman's lien on the residence until such time as it is reimbursed for costs incurred in making such casualty damage repairs.

10. No obnoxious or offensive activity shall be permitted upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. For the purposes of these restrictions, what constitutes obnoxious or offensive activity shall be in the sole discretion of the directors of Woodstone.

NOTE

11. No structure of a temporary character, trailer, basement or tent, shack, garage, barn or other outbuilding shall be used on any building site or common property at any time as a residence, either temporarily or permanently, or for any other purpose.

12. No vehicles other than private passenger cars (as defined by Woodstone) shall be parked on any building site or common property, either temporarily or permanently, it being the intent of this restriction to prohibit the parking, temporarily or permanently, of the following which are listed as examples and not in limitation: trucks, camper trucks or buses, boats and boat trailers. However, this restriction is not intended to prevent delivery, repair or maintenance vehicles operating in the ordinary course of business.

13. No signs of any kind shall be displayed to the public view on any building site unless and until such sign shall have been approved by Woodstone.

14. No animals, livestock, rabbits or poultry of any kind shall be raised, bred or kept on any building site; except that dogs, cats or other household pets may be kept, provided they are not kept or maintained for any commercial purposes. No pets or livestock of any kind shall be staked or pastured on any vacant building site in the subdivision or on the common property.

15. No building site or common property shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers at locations which shall have been approved by Woodstone.

16. No privy, cesspool, septic tank or disposal plant shall be erected or maintained on any building site, unless written permission is first obtained from Woodstone.

17. All building sites backing or siding on Gessner Road, Vanderpool Lane or Turnbridge Lane shall be denied direct driveway access to said streets.

18. All building sites shall contain not less than two parking spaces as shown in detail in the plat of Woodstone, Section III, as recorded in Volume 0180, Page 38 of the Map Records of Harris County, Texas.

19. These restrictions and the maintenance charge shall remain effective until December 31, 2007, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that the owners of seventy-five percent (75%) of the building sites in Woodstone, Section Three, subject to the restrictions and maintenance charge, may revoke same on either December 31, 2007, or at the end of any successive ten year period thereafter by executing and acknowledging an appropriate agreement, or agreements, in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to December 31, 2002, or at any time prior to five (5) years preceding

the expiration of any successive ten year period thereafter. The agreements and covenants herein contained having to do with the common property and all other covenants shall be considered and construed as covenants running with the land and shall be binding upon Tectonic, Woodstone Home Owners' Association, Inc., owners of the building sites, and their successors and assigns, and shall inure to the benefit of the owners of the building sites, their mortgagees or beneficiaries of deeds of trust or lessees of any part of the building sites and their respective successors and assigns, who shall be privileged hereunto to enforce the uses hereinabove specified and the covenants herein contained.

20. Violations of any restriction, condition or covenant herein shall give Tectonic and Woodstone and their successors and assigns the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the building site owner, and such entry and abatement or removal shall not be deemed a trespass.

21. Enforcement of the restrictions, covenants and conditions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidity of any one of these covenants by judgment or court order shall not, in anywise, affect any of the other provisions which shall remain in force and effect.

22. Any violation of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any building site at the time that the easement, restrictions, reservation or covenant may be violated.

EXECUTED this 18th day of February, 1972.

140-32-0996 J.

TECTONIC CORPORATION

ATTEST:

By Benson Ford

Betty S. Hopkins

WOODSTONE HOMEOWNERS' ASSOCIATION, INC. /N

ATTEST:

By Frank Stewart

Betty S. Hopkins

STATE OF TEXAS §
COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of February, 1972.

Betty J. Nelson
Notary Public in and for
Harris County, Texas



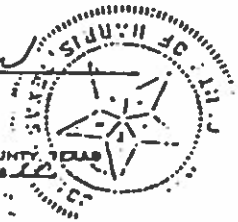
STATE OF TEXAS §
COUNTY OF HARRIS §

BETTY J. NELSON
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1974

BEFORE ME, the undersigned authority, on this day personally appeared Frank Stewart, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Woodstone Homeowners' Association, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of February, 1972.

Betty J. Nelson
Notary Public in and for
Harris County, Texas
BETTY J. NELSON



NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1974