

RESTRICTIONS

THE STATE OF TEXAS }
 } COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

F674585

That whereas, RICHWOOD CORPORATION, a Texas corporation with offices in Houston, Texas, acting herein by and through its undersigned officers, duly authorized hereunto, hereinafter referred to as "Declarant", is the owner (except as hereinafter provided) of the following described property located and situated in Harris County, Texas, to-wit:

All of the lots in Westlake Forest Sections One and Two, consisting of two subdivisions of a total of 103.44 acres of land out of the W.C.R.R. Co. Survey, Abstract No. 137, in Harris County, Texas, as per Plats of Westlake Forest Sections One and Two recorded under film code F 550854 and film code F 550855, respectively, of the Map Records of Harris County, Texas, said property being hereinafter referred to as the "Subdivision"; and

Whereas, Declarant desires to establish a uniform plan for the development, improvement and sale of the residential lots in said Subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of residential lots in said Subdivision;

NOW, THEREFORE, Declarant does hereby adopt, establish and impose the following restrictions, reservations, covenants and conditions upon all residential lots (but which shall not cover, affect nor apply to the Reserve tracts which are unrestricted, if any, as shown on said plat of said Subdivision) which shall constitute covenants running with the title of said residential lots and which shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and each and every purchaser of any of said residential lots and their respective heirs, administrators, successors and assigns, and each and all of such beneficiaries and further, the Westlake Community Improvement Association (hereinafter sometimes referred to as "WCIA") shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by and proceeding at law and/or in equity as may be deemed advisable or appropriate.

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MacGraves, Kennerly & Schueler
600 Jefferson Suite 2002
Hou TX 77002

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
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The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm identification Number as stamped thereon. I hereby certify on

OCT 10 1991



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sword*
Deputy
JUDY SWORD

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200-03-0204

WESTLAKE FOREST, SECTIONS ONE AND TWO

RESTRICTIONS

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HARRIS COUNTY, TEXAS
By *Judy Sword*
Deputy
JUDY SWORD

DEFINITIONS

1. "Association" shall mean and refer to Westlake Community Improvement Association, a Texas non-profit corporation, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those whose interest is held merely as security for the performance of an obligation, except as otherwise provided in Article V and Article VIII hereof.
3. "Properties" shall mean and refer to the real property hereinabove described, and the real property which may hereafter be brought into the jurisdiction of the Association.
4. "Common Area" shall mean all real property which may be acquired by the Association for the common use and enjoyment of the Owners.
5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of (a) Reserve tracts, and (b) public areas such as parks, parkways and esplanades as shown on any such subdivision map or plat and (c) any Common Area which may be acquired by the Association.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - (a) The right of the Association to charge reasonable admissions and other fees for the use of any recreation facility situated upon the Common Area; and
 - (b) The right of the Association to suspend the voting rights of, and right to use of the recreational facilities by, an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

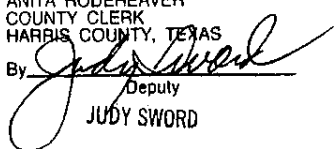
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(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to be the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

2. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family or to persons residing on the Lot under a lease or contract to purchase from the Owner.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

2. The Association shall have two (2) classes of voting memberships:

Class A. Class A members shall be the Owners of the Lots and shall be entitled to own (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be Declarant or its assigns and shall be entitled to one (1) vote for each Lot owned.

ARTICLE IV

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Land Use and Building Type. All Lots shall be known, described and used as Lots for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling not to exceed two (2) full stories in height with an attached or detached garage, which garage, whether attached or detached, shall be of standard size to accommodate not less than two (2) nor more than four (4) cars, and which garage doors shall be closed at all times other than when reasonably in use. As used herein the term "residential purposes" shall be construed to prohibit the use of

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said property for duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon; provided, however, that each residential home builder on Lots subject to these restrictions shall be permitted to move onto three Lots owned by each such builder, a construction building, a sales office, and a storage building, one of said buildings on one Lot each, which buildings need not comply with the building specifications contained in these restrictions so long as the exterior appearance of said buildings shall be reasonably maintained, which buildings shall be removed from said Lots by the builder maintaining same when said builder has completed his construction in WESTLAKE FOREST, Sections One and Two; and provided further, however, that builders on Lots subject to these restrictions may maintain a sales office in their houses built according to these restrictions for eventual sale to a resident, which sales office may only be used for sales of houses in WESTLAKE FOREST, Sections One and Two and in which sales office a window air conditioner may be employed, if necessary.

2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No alterations in topography or Lot drainage from finished grade elevations shall be permitted or made unless specifically approved by the Architectural Control Committee. Submissions to the Committee not approved or disapproved within thirty (30) days from date of submission shall be deemed approved.

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3. Building Set Back Lines. No structure shall be erected on a Lot nearer than the building set back lines as shown on the recorded plat of Westlake Forest, Sections One and Two.

4. Fences/Walls. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back lines established as aforesaid. Fences shall not exceed the height of six (6) feet and shall be constructed of cedar wood, unless said height and/or material requirements shall be waived and an alternate to said restrictions approved by the Architectural Control Committee.

5. Dwelling Size. The ground floor area of a one-story residential structure, exclusive of open porches and garages, shall be (a) on Lots having less than Sixty-eight (68) linear front feet, not less than One Thousand Two Hundred (1,200) square feet; and (b) on Lots having Sixty-eight (68) linear front feet or more, not less than One Thousand Six Hundred (1,600) square feet, unless expressly otherwise approved by the Architectural Control Committee. For the purpose of determining the number of linear front feet, the measurement for any Lot shall be made at the minimum building set back line, provided, however, that for Lots which are not of a regular rectangular shape, the arithmetic average of the linear front feet determined as stated hereinabove and the linear feet along the rear Lot line shall be calculated in order to determine the minimum dwelling size. On any Lot, regardless of the linear front footage, for a one and one-half (1-1/2) story main residential structure as defined hereinabove, the ground floor shall contain not less than One Thousand Two Hundred (1,200) square feet and the one-half second story shall contain not less than Six Hundred (600) square feet, and for any full two story main residential structure as defined hereinabove, each floor shall contain not less than Nine Hundred (900) square feet, unless expressly otherwise approved by the Architectural Control Committee.

6. Type of Construction, Materials and Landscape.

(a) No residence shall have less than 51% brick or equivalent masonry construction on its exterior wall area, unless other exterior materials are approved by the Architectural Control Committee, and detached garages may have wood or aluminum siding of a type approved by the Committee.

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(b) Roofs may be constructed or covered with asphalt shingles or composition roofing materials, and all roofs shall be vented on a side of said roof least visible from any street unless otherwise specifically approved by the Architectural Control Committee.

(c) No window or wall type air-conditioners shall be permitted to be used, erected, placed or maintained on or in any building on any lot subject to these restrictions, except in sales, construction buildings, and storage buildings of home builders as described hereinabove.

(d) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable and usable condition.

(e) No landscaping shall be done in the front of any dwelling on any lot subject to these restrictions by any home builder which does not meet the minimum current landscaping requirements of the Federal Housing Administration.

7. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building set back lines as described hereinabove. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line; provided, however, that a dwelling may be located as near as three (3) feet to any interior lot line so long as the distance between any adjacent dwelling and the dwelling situated as close as three (3) feet to an interior lot line is not less than ten (10) feet; provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions on any lot (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen (15) per cent of the width of the lot, measured (to the nearest foot) along the front set back line set forth hereinabove. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this

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restriction, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building will face the front of the lot.

8. Minimum Lot Area. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having an area of less than six thousand (6,000) square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision increases the minimum lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

9. Easements. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

10. Underground Electric Distribution System. An underground electric distribution system will be installed in that part of Westlake Forest, Section One ^{and Two} / , designated Underground Residential Subdivision, which underground service area shall embrace all lots in Westlake Forest, Sections One ^{and Two} / . The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of the local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized

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secondary junction boxes, such point of attachment to be made available to the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing services) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained, the electric service to each Lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as a single phase, 120/240 volt, three wire, 60 cycle, alternating current.

11. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall any illegal activity be carried on upon any Lot.

12. Household Pets. No animals, birds, or reptiles of any kind shall be kept or maintained on any Lot, except that not more than two (2) usual and ordinary household pets may be kept and maintained on any Lot, provided, that same are confined to the Lot where kept except when reasonably exercised on a leash, and provided further, however, that same do not constitute a danger, or a nuisance or annoyance as defined hereinabove, and provided that same shall be so kept and maintained in compliance with all applicable health regulations of any governmental authority or standards set by the Community Improvement Association as hereinafter defined.

13. Private Residential Swimming Pools. Any swimming pool constructed by any residential owner of any Lot shall be fenced and protected from unauthorized entry, and shall be securely covered by a standard manufactured pool cover when same is not going to be in use, or not in use for a period exceeding sixty (60) days, and said pool shall be kept in good, clean and healthful condition at all times.

14. Bicycles, Unicycles, Motorcycles, Motor Bicycles and Motor Scooters. No bicycle, unicycle, motorcycle, motor bicycle or motor scooter shall be maintained on any Lot or ridden to or from any Lot which

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is not equipped with a front headlight or beam and a light reflector on the rear bumper, which headlight or beam shall be lit when such vehicle is in use at any time at or after dusk and before dawn. No motorcycle, motor bicycle, or motor scooter shall be maintained on any Lot or ridden to or from any Lot unless same is properly and effectively equipped with a muffler, and provided further, that same do not constitute a danger, nuisance or annoyance as defined hereinabove.

15. Temporary Structures.

(a) No structure of a temporary character, whether trailer, basement, tent, shack, car port, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purpose; however

(1) anything contained in these restrictions to the contrary notwithstanding, there shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of unreasonable size, is so placed on a residential Lot so as not to be visible from the street on which said Lot faces, and is constructed and maintained in such a manner as to comply with Section II of these restrictions;

(2) and provided further, however, that anything contained in these restrictions to the contrary notwithstanding, that there shall be permitted on any residential Lot the use of a storage building not to exceed seven (7) feet in height, eight feet (8') in width, and ten feet (10') in length, or seven feet (7') in height, ten feet (10') in width, and eight feet (8') in length, said building not to exceed seven feet (7') in height and 560 cubic feet of enclosed and roofed area, provided, that said storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from the street on which said Lot faces, and provided further, that said storage building is built and maintained in a manner consistent with these restrictions.

(b) No truck, camper, trailer, automobile, boat -- whether powered or sail or otherwise -- or other vehicle will be stored, parked or kept on any Lot or in any street for more than sixty (60) hours during a seventy-two (72) hour period, and no inoperative vehicle (inoperative defined herein as not in a running or usable condition) may be parked or stored on any Lot or in any street at any time; provided, that nothing herein contained shall be construed to prohibit the storage of an unused or inoperative vehicle or any other vehicle or boat in the garage permitted on any Lot covered hereby, provided the garage door may be closed as hereinabove provided; provided further, however, that nothing contained in these restrictions shall be construed to prohibit the storage of all of such vehicles or boats except inoperative vehicles, behind a solid wooden cedar fence constructed on Lots covered by these restrictions and constructed in accordance with other provisions of these restrictions, said

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fence to be constructed so that there are no gaps between the boards constituting said fence, said fence to be maintained in accordance with other provisions of these restrictions, said fence not to exceed six (6) feet in height, and the height of permitted vehicles and boats so stored behind such fence shall not unreasonably exceed the height of such fence.

16. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than five (5) square feet of surface area advertising the property for sale or rent, except signs used by a builder to advertise the property during the construction and sales period shall not be subject to said minimum size requirement but which signs shall be subject to the approval of the Architectural Control Committee, which approval shall not be arbitrarily withheld.

17. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot.

18. Storage and Disposal of Garbage. Usual household garbage shall be kept only in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids, and no such household garbage shall be picked up and removed by normal and regular garbage pick-up from any location other than the rear or side yard of any Lot, provided further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored on the Lot in a suitable attractive enclosure provided for hereinabove so as not to be visible from the street.

19. Trash, Rubbish, Waste Materials, Yard Clippings and Cuttings. No Lot shall be used or maintained as a dumping ground for trash, rubbish, waste materials, yard clippings or cuttings, and no burning or incinerating of same shall be permitted on any Lot at any time, and

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some shall not be placed in the front of any residence or lot for regular or specially scheduled pick-up at any time longer than twenty-four (24) hours in advance of such pick-up, and to the extent possible, same shall be securely and neatly contained and protected to avoid cluttering or spreading of same from the place where so deposited for pick-up.

ARTICLE V

MAINTENANCE CHARGE AND COVENANT
FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

* (a.) Except as otherwise provided in sub-paragraph "(b.)" below,
2. Annual Assessment or Charge: *Each Lot in said Subdivision

is hereby subjected to an annual maintenance charge and assessment not to exceed \$12.00 per month or \$144.00 per annum for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within said Subdivision, and any annexed areas, to Westlake Community Improvement Association, in advance in annual installments, such charges as to each respective Lot to commence on the first day of the month following the date the House constructed thereon is sold to the first occupant and the sale is formally closed (hereinafter referred to as "Initial owner-occupancy date").

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HARRIS COUNTY, TEXAS
By *Judy Swann*
Deputy
JUDY SWANN

The rate at which each Lot will be assessed will be determined by the Board of Directors of the Westlake Community Improvement Association at least thirty (30) days in advance of each annual assessment. Said rate may be adjusted from year to year by said Board of Directors as the needs of the Subdivision may in the judgement of that Association require, provided that such assessment will be uniform throughout the entire WCIA. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Westlake Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of said Subdivision, as well as those of all subsequent sections of WESTLAKE; provided, however, that each future section of WESTLAKE to be entitled to the benefit of this maintenance fund must be impressed with and subject to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject by recorded restrictions to the jurisdiction of Westlake Community Improvement Association, and accepted by Resolution of the Board of Directors of the WCIA into the jurisdiction of the Association; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, any or all of the following: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades and other public areas, supervising the disposal of garbage, trash, rubbish and the like; maintenance of the Common Area; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, maintaining and operating street lights, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of WCIA to keep the property in the Subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the property, it being understood that the judgement of WCIA in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

DLR

(b.) * See Page 12A attached hereto.

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW, THE STATE OF TEXAS, COUNTY OF HARRIS
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OCT 10 1991



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Judy Sword
Deputy
JUDY SWORD

(b.) Under no circumstances shall any annual or monthly assessments or charges be payable or allowed to accrue on any Lot or Lots in each section of the Subdivision until all the platted Lots in the respective section of the Subdivision are completely developed and the Westlake Municipal Utility District (the "District") has funded to the Developer the District's share of the utilities costs for such section of the Subdivision. Commencing with the first day of the month following the date the District has funded its share of the utilities costs to the Developer, the total assessments or charges, in the aggregate, for each Lot in the such developed and funded section of the Subdivision, shall not exceed the sum of \$2.00 per month or \$24.00 per annum, which rate of assessment or charge shall continue until the initial owner-occupancy date. The \$2.00 per month fee shall be payable monthly, in advance, on the first day of each applicable month. The requirements of this subparagraph regarding the \$2.00 monthly fee expires on June 30, 1981, at which time the assessment and charges referred to in sub-paragraph (a.) above shall be applicable.

ask

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THE STATE OF TEXAS
COUNTY OF HARRIS
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HARRIS COUNTY, TEXAS

By *Judy Sword*
Deputy

JUDY SWORD

3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

6. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there shall be reserved in each Deed by which the Owner (the present and any subsequent Owners) shall convey such properties, or any part thereof, the Vendor's Lien for the benefit of the said Westlake Community Improvement Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present, and future,

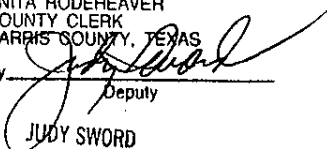
- 13 -

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HARRIS COUNTY, TEXAS

By 
Deputy

JUDY SWORD

given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvements of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage lienholder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

7. Duration. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

1. Composition of Committee. The Architectural Control Committee shall be composed of three (3) members, the initial members hereby appointed being Terry Collins, Phil Stiles and Douglas S. Welker, each of whose address for the purposes hereof is P. O. Box 212, Barker, HOUSTON, Texas 77413.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation ^{or continued absence or failure to function} of any initial or successor member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or

ASR

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Judy Sword
Deputy
JUDY SWORD

the Committee, the Directors of Westlake Community Improvement Association shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed hereunder.

2. Control Over Maintenance of Dwellings. If in the opinion of the Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the Owner thereof in writing of the need of such repairs or maintenance and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the Owner, and the Owner shall pay upon demand the Committee's cost, together with interest at the rate of ten percent (10%) per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

ARTICLE VII
GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing and/or to recover damages or other dues for such violations.

DR

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THE STATE OF TEXAS }
COUNTY OF HARRIS }

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COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sword*
Deputy

JUDY SWORD

2. Severability. Invalidation of any one of these conveyances by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

3. FHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Dedication of any Common Area and amendment to these restrictions, covenants and conditions, and the annexation of additional areas.

IN WITNESS WHEREOF, Declarant has executed these presents for itself and for its successors and assigns, at Houston, Texas, on this 21st day of June, 1978.

RICHWOOD CORPORATION

ATTEST:

Charles D. Mayruff, Secretary
Charles D. Magnard, Jr.
THE STATE OF TEXAS
COUNTY OF HARRIS

By Richard Bramblett
Vice Pres.
Richard BRAMBLETT

BEFORE ME, the undersigned authority on this day personally appeared

Richard Bramblett, Vice President of RICHWOOD CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of June, 1978.

Barbara J. Knight
Notary Public in and for Harris County, Texas
My Commission Expires: 2-27-80

RECORDERS MEMORANDUM

At the time of recordation, the instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All documents, additions and changes were present at the time the instrument was filed and recorded.

ANY INSTRUMENTS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

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OCT 10 1991



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Judy Sword
Deputy

JUDY SWORD

Signature Page for
General Homes, Inc.

Deed "Restrictions" and covenants for Westlake Forest sub-
division, Sections One and Two, are hereby acknowledged and Assented
to by General Homes, Inc.

GENERAL HOMES, INC.

ATTEST
Birgitta Schader
Secretary
BIRGITTA SCHADER

Douglas S. Welker
Douglas S. Welker.

THE STATE OF TEXAS I
 I
COUNTY OF St. Bernard I

BEFORE ME, the undersigned authority on this day personally
appeared *Douglas S. Welker*, Vice President of GENERAL
HOMES, INC., known to me to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, as
the act and deed of said corporation and in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day
of April, 1978.

Linda B. Chaires
Notary Public in and for St. Bernard
County, Texas.
Linda B. Chaires
My Commission Expires:
LINDA B. CHAIRES
Notary Public in and for Saint Bernard County, Texas
My Commission Expires 2/22

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THE STATE OF TEXAS }
COUNTY OF HARRIS }
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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sword*
Deputy

JUDY SWORD

Signature Page for
Lomas & Nettleton Financial
Corporation

Lomas & Nettleton Financial Corporation, holders of a lien covering Westlake Forest Sections One and Two, joins herein to Consent to the terms of the Deed "Restrictions" and covenants contained therein.

LOMAS & NETTLETON FINANCIAL
CORPORATION

WITNESSES:
Phyllis B. Lander
Linda E. Parson
Secretary

By *Ronn K. Lytle*
Ronn K. Lytle

THE STATE OF TEXAS X
 X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority on this day personally appeared Ronn K. Lytle, Vice President of LOMAS & NETTLETON FINANCIAL CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of June, 1978.



Linda Hunt
Notary Public in and for Dallas
County, Texas.
Linda Hunt
My Commission Expires:
October 26, 1979

RECORDERS MEMORANDUM

At the time of recording, the instrument was found to be inadequate for the best interests and reproduction because of illegibility, carbon or photo copy, unnumbered pages, etc. All insertions, additions and changes were present at the time the instrument was filed and recorded.

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COUNTY OF HARRIS

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sword*
Deputy
JUDY SWORD

Kenneth S Heiserman
KENNETH S. HEISERMAN

THE STATE OF TEXAS §
 §
COUNTY OF §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of MAY, 1978.

Marcia R. McFarney
Notary Public in and for Harris
County, Texas.
Marcia R. McFarney
My Commission Expires:
Sept. 28, 1978

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THE STATE OF TEXAS }
COUNTY OF HARRIS }
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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Judy Sword
Deputy
JUDY SWORD

William E. Hanlon
WILLIAM E. HANLON

THE STATE OF TEXAS §
 §
COUNTY OF §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day
of MAY, 1978.

Marcia R. McKinney
Notary Public in and for Harris
County, Texas,
MARCIA R. MCKINNEY
My Commission Expires:
Sept. 28, 1978

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Judy Sword
Deputy
JUDY SWORD

Douglas L. Rivette

Douglas L. Rivette

THE STATE OF TEXAS §
COUNTY OF §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day
of MAY, 1978.



Marcia K. McKinney

Notary Public in and for
County, Texas.
MARCIA K. McKinney
My Commission Expires:
Sept. 28, 1978

596-00-0550

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS
By *Judy Sword*

Deputy
JUDY SWORD

RESOLUTION FOR DEED RESTRICTION ENFORCEMENT PROCEDURES

WHEREAS the Board of Directors of the Westlake Homeowners Association, Inc. (the "Association") is charged, under the terms of the dedicatory instruments governing all sections within the Westlake Subdivision, with the responsibility of enforcing, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of the Declarations of Conditions, Covenants and Restrictions governing the community (the "Declarations"); and

WHEREAS from time to time homeowners violate the restrictions set forth within the Declarations and fail to respond to the demands from the board to place their properties in compliance with the restrictions imposed by the Declarations; and

WHEREAS the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with the deed restriction violations in a timely manner, and further believes it to be in the best interest of the Association to refer deed restriction violations to an attorney for enforcement so as to ensure restriction compliance by homeowners in an effort to preserve and maintain real estate values throughout the community; and

WHEREAS there is a need for policy to be established concerning the procedures to follow in enforcing deed restriction violations for the Westlake Homeowners Association, Inc.

NOW THEREFORE BE IT RESOLVED THAT THE FOLLOWING PROCEDURES BE ADOPTED:

- 1) When the Board of Directors, or a committee formulated by the board to address deed restriction enforcement, have collectively determined that violation(s) exists with regard to a particular Section of the Association's Deed Restrictions, a letter/notice advising of same shall be sent to the lot owner and/or resident giving the owner and/or resident fifteen (15) days from the date of the letter to cease and/or correct the violation(s).
- 2) At the end of the fifteen (15) day period, the Board of Directors, its property manager agent, or its designated representative assigned the specific task, will then again inspect the premises to see if the violation(s) have been corrected. At this time photographs will be taken of the violation. If the violation(s) have not been corrected, a second letter/notice of violation will be sent to the owner and/or resident giving the owner and/or resident ten (10) days from the date of the letter to cease and/or correct the violation(s).
- 3) At the end of the ten (10) day period, the premises will again be inspected to see if

the violation(s) have been corrected. If not, the Committee Chairperson and/or Association Manager will notify the Board of Directors of the status of the violation(s) and may request an attorney's letter be sent to the lot owner. Pictures of the violations will again be taken to document the violation(s).

- 4) As soon as possible after the correction date set by the attorney in his correspondence to the owner of the noncomplying homeowner, the property will be inspected again. If the violation(s) have not been corrected, the Board of Directors will determine whether further legal action is to be taken, including, but not limited to, seeking a permanent injunction against the owner of the lot not in compliance, or performing, in accordance with the rights afforded to the Association under the Declarations, all activities necessary to repair, maintain or restore a lot in violation and charging the owner of the lot all costs associated with the performance of such work.
- (5) Nothing in the resolution shall be construed to preclude the Association from shortening and/or eliminating the notice requirements before proceeding with legal action if the Association's Board of Directors determines that the circumstances surrounding the deed restriction violation(s) require same.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known address.

The resolution was adopted by the Board of Directors on May 15, 1920, and shall be effective on May 16, 1920.

PRESIDENT: Ann [Signature]

SECRETARY: Dina [Signature]

ATTEST:

C.T. [Signature]

WESTLAKE COMMUNITY IMPROVEMENT ASSOCIATION

c/o Crest Management Company
16360 Park Ten Place Drive
Suite 310
Houston, Texas 77084

RESOLUTION IMPLEMENTING FINES FOR DEED RESTRICTION VIOLATIONS

WHEREAS, the Board of Directors of the Westlake Community Improvement Association (the "Association"), held a Board of Directors meeting on November 17 1997; and

WHEREAS, the Board of Directors determined that litigation of deed restriction violations was a time consuming and expensive process for both the Association and the individual members concerned; and

WHEREAS, the Board of Directors determined that non-complying members might respond more readily to Association requests to effect compliance following imposition of a fine rather than the Association immediately turning the matter over to legal counsel; and

WHEREAS, the Board of Directors determined that adoption of such a policy would be appropriate and in accordance with, *inter alia*, Tex. Prop. Code Ann. §204.010 (11), and Tex. Non-Profit Corporations Act. Art. 1396-2.02 (15); and

WHEREAS, the following deed restriction fine policy was presented to the Board for approval:

- 1) First letter will notify the homeowner of the violation with no cost;
- 2) Second letter will remind the homeowner that the violation exists and, if disputed, the homeowner has the right to meet with the Board of Directors for the purpose of discussing the violation. This notice will further alert the homeowner that any further notice of the violation from the Association will result in the imposition of a twenty-five (\$25.00) dollar fine;

- 4) Subsequent letters sent for repeat violations in the manner provided above; however, the process will begin with issuance of the second letter; and

BE IT ALSO RESOLVED that this policy be published to the membership through circulation of the community newsletter.

The resolution was adopted by the Board of Directors on November 17, 1997 *Cerie Imp. Assn.*

IN WITNESS WHEREOF, the undersigned have executed this Resolution the 17th day of

November 1997.

Ann Jarnuzzi
DIRECTOR

Mark E. [unclear]
DIRECTOR

Jana Stevens
DIRECTOR

Doni Cortez
DIRECTOR

Quint M. Baker
DIRECTOR

Sherry Hume
DIRECTOR

[Signature]
DIRECTOR