

RESTRICTIONS

FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

D410878

WEDGEWOOD VILLAGE, SECTION FOUR (4)

THE STATE OF TEXAS :
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS:

1971 OCT 18 PM 2 00

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135-31-0082

That, SUMNER WOODS, INC., a Texas Corporation, owner of that certain tract of land located in Harris County, Texas, which it has platted into a subdivision known as WEDGEWOOD VILLAGE, SECTION FOUR (4), and filed for record in Volume 181, Page 123, of the Map Records of Harris County, Texas; and Sumner Woods, Inc. does hereby dedicate the streets, avenues, drives and parkways in said subdivision for use by the public as such, reserving the right to itself, its successors and assigns to at any time use the same for installation, maintenance, repairs and renewal of any and all public utilities, and agrees that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements and restrictions as hereinafter set forth.

DEFINITIONS

The word "Street" as used herein shall include any street, drive, boulevard, road, alley, lane, avenue, or any place as shown on the recorded plat as a thoroughfare;

A "Corner Lot" is one that abuts on more than one street. Any lot, except a "Corner Lot" is deemed to front the street upon which it abuts. A corner lot shall be deemed to front the street designated by the Architectural Committee as hereinafter provided.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said addition or subdivision, as a restricted subdivision and to conform to such uniform plans of all other Wedgewood Subdivision adjoining or in the vicinity of subject property, the restrictions and provisions of that instrument recorded in Volume 7446, Page 98, of the Deed Records of Harris County, Texas, covering Wedgewood Village, Section #3, an Addition in Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 154, Page 51, of the Map Records of Harris County, Texas, creating building restrictions and covenants for said Wedgewood Village Section #3, are hereby incorporated in these restrictions for Wedgewood Village, Section #4, as if set out herein in full, and are hereby established and adopted subject to the provisions hereof, as restrictions upon the use of said property, and these restrictions and provisions herein shall be made a part of each and every contract and deed executed by or on behalf of Sumner Woods, Inc., its successors and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein, and these restrictions shall be and are hereby imposed upon each lot or parcel of land in said addition as shown by said plat and referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Sumner Woods, Inc. and First Continental Mortgage Co. their successors and assigns and the foregoing shall be, and all subsequent purchasers of said property shall be subject to and bound by such covenants, restrictions and conditions and for the term of this instrument as hereinafter set forth.

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ARCHITECTURAL RESTRICTIONS

135-30-0983

No improvements of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction on any lot or homesite in Wedgewood Village, Section Four (4), until plans and specifications have been submitted and approved in writing by the Architectural Committee as hereinafter constituted. Such approval is to include exterior of the structure and such approval is to be based on the following general requirements, stipulations and restrictions:

(a) All lots in the tract shall be described as residential lots as shown on the Map or Plat of Wedgewood Village, Section Four (4), recorded in Volume 181, Page 123, of the Map Records of Harris County, Texas.

(b) Only one residence, which shall be a detached single family residence, shall be built on or permitted on each lot. All lots may have attached or detached garages for not more than three (3) cars. All residence houses may have attached or detached domestic quarters for servants engaged on the premises, no servants quarters shall be permitted on any lot unless built at the same time or after the construction of the main residence.

(c) No residence shall be constructed on any lot or building site in the subdivision for less than actual cost of Twenty Thousand and No/100 (\$20,000.00), including lot. These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of September 15, 1971, and all future value of improvements is to be given consideration based upon comparative costs of labor and materials at the time of construction, using the base value hereinabove given.

(d) The building lines of any residence to be erected in Wedgewood Village Section Four (4) shall be as follows:

All lots facing Blackhawk Blvd. shall be subject to the thirty-five (35) foot building lines as shown on the recorded plat, and on all other lots the building lines shall not be less than twenty-five (25) feet from the front property line and not less than Five (5) feet from either side property line except that all corner lots no structure shall be erected nearer than ten (10) feet from the side property line abutting a street. No dwelling shall be located on any lot nearer than fifteen (15) feet to the rear lot line.

Any building set back as shown on recorded plat shall take precedent, if greater, than those indicated in preceding paragraph.

(e) All other architectural provisions as set out in the instrument recorded in Volume 7476, Pages 98-108, Deed Records of Harris County, Texas, shall apply as therein stated.

The corporation hereby designates and appoints William H. Williams, Frank E. Dailey and Joe F. Lynch, as the Architectural Committee and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions.

The majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the committee, the remaining member or members shall have the full right and authority to act hereunder and to designate a representative to so act. In the event said Committee or its designated representative fails to approve or disapprove any design or location within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. Any time a vacancy exists on said Committee, the Corporation shall have the right to fill any vacancies; and should it fail to do so within thirty days after receiving notice of

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such vacancy, the remaining members or member of the committee shall have the right to fill any vacancy. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee, as from time to time constituted, shall continue in force during the effective period of the restrictions herein created. At any time the then recorded owners of a majority of the lots shall have the power through duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the Committee or to restore to it any of its powers and duties. If at any time the corporation is dissolved or otherwise ceased to exist, then thereafter the owners of fifty-one per cent of the lots in Wedgewood Village, Section Four (4), becoming dissatisfied with the Committee as then constituted, shall have the right to remove any member or members by written petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife, as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Forty (40) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

MAINTENANCE FUND

Each residential building site shall be subject to an annual maintenance charge at a rate not to exceed six (6) mills per square foot of the area of the building site, for the purpose of creating a fund to be known as "Maintenance Fund", to be paid by the owner of each building site. This charge shall be payable on January 1 of each year, commencing January 1, 1972, except that a proportionate part of the maintenance charge for the year 1971 shall become due from and after the date fixed by Wedgewood Home Owners Association, Inc. for the beginning of the payment of said fund for this year. To secure the payment of this maintenance charge a Vendor's Lien is hereby established against the residential lots in this subdivision as the same is conveyed by deed from Sumner Woods, Inc. which lien is reserved in favor of Wedgewood Home Owners Association, Inc. its successors and assigns; however, such lien shall be subordinate and inferior to any liens placed on any lot or lots for the erection or construction of improvements thereon, or to any valid purchase money liens.

This annual maintenance charge may be adjusted from year to year by Wedgewood Home Owners Association, Inc., its successors and assigns as the needs of the subdivision may require, and in the judgment of the Association, its successors and assigns, but in no event shall such charges be raised above six (6) mills per square foot of area. Any maintenance charge not paid when due shall bear interest from the date it became due until paid at the rate of six per cent per annum.

Wedgewood Home Owners Association, Inc., shall apply the total fund accumulated from this charge, so far as the same may be sufficient, towards the payment of maintenance expenses incurred for any or all of the following purposes: Acquiring, operating or maintaining swimming pool or other recreational area; lighting, improving and maintaining streets, parks, parkways, esplanades, subsidizing bus service; collecting and disposing of garbage, ashes, rubbish, and the like; caring for vacant lots; payment of legal and other expense incurred in connection with the collection, enforcement and administration of "Maintenance Fund", and the enforcement of all covenants and restrictions for the subdivision; employing policemen and watchmen; and doing any other thing necessary or desirable in the opinion of Wedgewood Home Owners Association, Inc., to keep the

property in the subdivision neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of Wedgewood Home Owners Association, Inc., in the expenditures of said funds, shall be final and conclusive so long as such judgment is exercised in good faith. For the first ten years or until changed by proper action by the officers of Wedgewood Home Owners Association, Inc. the annual maintenance charge shall be \$ 40.00 per lot of all lots in the subdivision.

The maintenance charge shall remain effective until December 31, 2001 and shall automatically be extended thereafter for successive periods of Ten (10) years provided, however, that owners of the majority of the square foot area of the residential lots in the subdivision subject to such maintenance charge may renew the maintenance charge on December 31, 2001, or at the end of any successive 10 year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing, for such purpose and filing the same for the record in the office of the County Clerk of Harris County, Texas, at least five (5) years prior to December 31, 2001, or at any time prior to five years preceding the expiration of any successive ten year period thereafter. The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing same in the same manner as is required for the execution of deeds entitled to be recorded in the County Clerk's Office.

No maintenance charge shall apply to lots as developed by Sumner Woods, Inc. or its successors, but as soon as ownership or title is changed from Sumner Woods, Inc. to the next owner by deed, then the annual maintenance charge shall apply.

RIGHT TO ENFORCE

The restrictions herein set forth are adopted and are binding upon the Corporation its successors and assigns and all parties claiming through or under it or them, and all subsequent property owners in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions, provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership, of said property. The violation of any restriction, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby subject nevertheless to the restrictions, covenants and conditions mentioned herein. Invalidation of any one of these covenants by judgment or court order will in no wise effect any of the other provisions which shall remain in full force and effect.

Sumner Woods, Inc., its successors and assigns shall have the right to enforce observance and performance of such restrictions, covenants and conditions and in order to prevent a breach or to enforce the observance or performance of such restrictions shall have the right in addition to all legal remedies to an injunction either prohibitive or mandatory. The owner of any lot or lots affecting shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyances of lots and dedication of streets in said subdivision shall be subject to the easement and rights of way as shown by the map of Wedgewood Village, Section Four (4), recorded in Volume 181, Page 123, of the Map Records of Harris County, Texas and to any easements, over, under and along and across such portion of said lots, as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines, and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and functioning, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such

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135-30-1988

utilities, to remove any or all obstructions on said easement right of way, caused by trees, brush, shrubs, either on or over hanging such right of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies into and upon said property for the purpose aforesaid.


There is also reserved and dedicated herewith for the use of all public utility companies, easements for down guy anchors and push braces adjacent to and within three (3) feet of the side lines in said subdivision, said down guy anchors and push braces to extend no more than 25 feet from the center line of the dedicated easements as shown on the map of said subdivision. There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on the map of said subdivision.

This instrument of dedication relates to and affects the above described property and shall not affect other property not herewith described.

The LIEN HOLDERS hereinabove mentioned join in the execution hereof for the purpose of subordinating all of the liens held by them against the above described property unto these presents, and do hereby consent and agree to the impositions of the aforesaid reservations, restrictions, covenants and conditions; and LIEN HOLDERS hereby agree that a foreclosure shall not affect such reservations, restrictions and covenants.

Said SUMNER WOODS, INC. and FIRST CONTINENTAL MORTGAGE CO. join herein in the ratification and confirmation of the foregoing restrictions, reservations, covenants and conditions.

IN TESTIMONY THEREOF, executed the 22nd day of September, 1971.

ATTEST:

Alvaro
Asst. Secretary

FIRST CONTINENTAL MORTGAGE CO.
By [Signature]
Vice President


ATTEST:
[Signature]
Asst. Secretary

SUMNER WOODS, INC.
By William H. Williams
President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared William H. Williams, Vice President of FIRST CONTINENTAL MORTGAGE CO., known to me to be the person and officer whose name is subscribed hereto and who 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.

GIVEN under my hand and seal of office this 22 day of September, 1971.


[Signature]
Notary Public in and for Harris County, Texas

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135-30-0987

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared William H. Williams, President of SUMNER WOODS, INC. known to me to be the person and officer whose name is subscribed hereto and who 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.

GIVEN under my hand and seal of office this 23rd day of September, 1971.


Notary Public in and for Harris County, Texas
Clariece Barron

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Return to:
Bill Williams Const. Co.
1750 West Main
League City, Texas 77573