

Whereas, Westwood Estates is a subdivision in the City of Bryan, Texas according to the maps or plats recorded in Vol. 342/Pg. 529, Vol. 356/Pg. 961, Vol.367/Pg.831, Vol.384/Pg.123 of the Deed Records of Brazos County, Texas and

Whereas, certain reservations and restrictions for this subdivision were filed on March 30, 1976 by its then owner and developer, and are recorded in Volume 350, Page 375 of the Deed Records of Brazos County, Texas and

Whereas, said reservations and restrictions were binding on all Property owners within this Subdivision for a period of ten (10) years from the date they were recorded, that is until March 30, 1986, and are automatically renewable each 10 year period or as amended by a majority of the voters and are binding on all those owning Property within the boundaries of Westwood Estates and are enforceable upon a Property owner retroactively.

Whereas, there are 162 Lots within the Subdivision and those signing below believe that the reservations and restrictions pertaining to the Subdivision can be amended for the benefit of subsequent owners of Property within the Subdivision, in a manner consistent with an overall plan for the Subdivision;

Now therefore, the undersigned, being a majority of the owners of the building sited within the Westwood Estates Subdivision, for the benefit of present and future owners of real Property in Westwood Estates, hereby adopt and establish the following reservations, restrictions, covenants and easements to apply in the use, occupancy and conveyance of said Property, and in each contract and easements regardless of whether or not such reservations, restrictions, covenants, and easements are set out in full or by reference only in said contract or deed.

1. BUILDING SITE

As used in there restrictions, the term “building site, means all or part of any or more numbered Lots in Westwood Estates, provided that in the event Lots in any block except Block H are re-subdivided, the area each new Lot be not less than ten thousand (10,000) square feet, that not more than one residence be erected or constructed upon it and that it be given adequate motorized access either through an easement or directly from the street. Lots in Block H may be subdivided in accordance with minimum standards specified by City of Bryan Ordinance for duplex or four-plex construction.

2. RESIDENTIAL PURPOSES ONLY

No building site shall be used for any purpose except residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site

PREIS
Comment: new

other than one single family type dwelling and garage and permitted out-building, except for Block B, Lots 1 through 13 inclusive, where a one bedroom guest or auxiliary apartment can be built, provided that its construction be contiguous to the main house or connected to it by at least a rain protected walkway and that the area of this unit not be included in the minimum area requirements for the main house, and except for Block H in its entirety where either duplex or four-plex construction is allowed.

A single family type dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents.
- b) A residence occupied by no more than two unrelated individuals and lineal descendants thereof; or
- c) A residence occupied by either the owner, the spouse of the owner, the parents of the owner, or the children of the owner, but which is not used by such persons as a rooming or boarding house for unrelated persons; or
- d) A residence occupied by no more than three unrelated persons and lineal descendants thereof under lease agreement with the owner of the residence; or
- e) A residence occupied by a single family unit consisting of no more persons than are otherwise authorized herein under agreement with the owner of the residence.

3. ARCHITECTURAL CONTROL COMMITTEE

No building or other structure shall be erected, placed or altered on any building site until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by a majority of the ARCHITECTURAL CONTROL COMMITTEE as to the quality of workmanship and type of building materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade evaluation. The ARCHITECTURAL CONTROL COMMITTEE shall consist of three (3) members, whose names are: Mr. Hank Miller, Mr. Greg Hazlett, and Mr. Mike Smith. Mr. Hank Miller shall serve for a period of one year, Mr. Greg Hazlett shall serve for a period of two years and Mr. Mike Smith shall serve for a period of three years from the date these restrictions and reservations become effective. Upon completion of their appointments the Board of Directors of Westwood Estates Community Improvement Association shall appoint replacements for each member. Thereupon each member shall serve for a period of three years with successive appointments by the Board of Directors. At least two of the members shall be residents of Westwood Estates at all times. In the event of resignation or impossibility to continue serving of any member of the Committee, the Board of Directors shall designate a successor to complete the term of the member. The members of the Committee shall not be entitled to any compensation for serviced performed pursuant to this covenant. The Committee's approval or disapproval as required herein shall be in writing. If specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been satisfied. It is stipulated, however, that to be

approved, all construction on any building site must be at least (51%) fifty one percent of its wall perimeter finished with brick or equally acceptable materials. Two sets of plans and copies of the City building permit and survey shall be provided to the ARCHITECTURAL CONTROL COMMITTEE for review prior to building or alteration.

PREIS
Comment: remove

30-day approval clause is missing. I believe this may be required by State Law. It applies to all governing bodies and it is meant to protect the applicant from unjustified delays caused by the reviewers.

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Comment: new

Staggered terms.

4. MINIMUM SIZE OF DWELLINGS

The minimum heated area per dwelling, excluding garage, shall conform to the following schedule:

Lot location	Sq.Ft.
TURTLE GROVE, WILDERNESS RD., AND DEER TRAIL	1,500
HUMMINGBIRD CIRCLE Block B, Lots 1 through 13 Block C, Lots 1 through 15	1,700
HUMMINGBIRD CIRCLE All other Lots	1,700
DEWBERRY LANE	1,300
ROLLING GLEN	1,500
WESTWOOD MAIN Block A Lots 3-5	1,500
WESTWOOD MAIN All other Lots	1,300
COUGER TRAIL AND EAGLE HILL Duplex or Four-plex	

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Comment: new

5. BUILDING LINES

No permanent building shall be located on any building site nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event, no permanent building shall be located in any building

site nearer than twenty-five (25) feet to the front Lot line, except on the East side of Rolling Glen and Cougar Trail where the buildings will be recessed at least thirty (30) feet, or nearer than fifteen (15) feet to any aide street Lot line or seven and half (7.5) feet to the side (interior) Lot line, except that detached garages (or car-ports) located sixty (60) feet from the front line may be located five (5) feet from the side (interior) Lot line. Due to extreme topographic considerations these interior side building lines may be reduced down to five (5) ft. and three (3) ft. respectively by the ARCHITECTURAL CONTROL COMMITTEE. No building shall be located nearer to the rear Lot line than the back easement line. Lots without a back easement will have a rear building recess of at least ten (10) feet.

6. FACING OR RESIDENCES

Residences on corner Lots shall face the street from which the greater building line setback is shown on the recorded plat. This requirement may be waived by the ARCHITECTURAL CONTROL COMMITTEE if, in its opinion, the conditions warrant the change.

7. EASEMENTS

Easements for installation and maintenance of utilities, access and drainage purposes are reserved as shown and provided for on the recorded plats. No fences, buildings or other permanent structures are allowed on these easements, except for driveways, culverts, or foot bridges. Any construction over and across a drainage easement must be approved by the City of Bryan.

8. NUISANCES PROHIBITED

No noxious or offensive activity shall be permitted upon any building site, nor shall anything be done thereon which may be or become and annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES PROHIBITED

A structure of a temporary character, including but not limited to mobile homes, trailers, tents, shacks, garages, barns, basements, or other outbuilding shall not be used on any site at any time as a residence either temporarily or permanently. A temporary structure used for any other purpose must be approved through the ARCHITECTURAL CONTROL COMMITTEE. Any temporary structure visible from the public street shall meet the approval of the ARCHITECTURAL CONTROL COMMITTEE or shall be removed if erected without the approval of the ARCHITECTURAL CONTROL COMMITTEE.

Temporary structures are “temporary” by definition. They are not allowed. If they are to be permanent the approval is needed.

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Comment: new

10. SIGNS

No commercial signs of any kind shall be displayed to the public view on any building site except such signs as shall have been approved by the ARCHITECTURAL CONTROL COMMITTEE.

11. MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any building site, nor shall any mineral wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon any building site. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. Tanks for supply of butane or similar products may be located in the building site provided such products are used exclusively for residential purposes such as heating or cooling of the dwelling. The location and screening of such tanks shall be subject to the approval of the ARCHITECTURAL CONTROL COMMITTEE.

12. LIVESTOCK AND HOUSEHOLD PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any building sites, except that dogs, cats, fowls, or any other household or garden pets may be kept if they are not used or maintained for any commercial purposes and provided they don't become a nuisance to the neighborhood.

No domestic household pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No animal shall be boarded, kenneled or maintained for hire or remuneration on the Property and no kennel or breeding operations are permitted. No domestic animal shall be permitted to run loose. Animal waste shall be picked up by the pet's owner. See article on Nuisances.

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Comment: remove

13. MAINTENANCE OF BUILDING SITES

All building sites, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements, incidental to construction of improvements thereon as herein permitted nor shall the owner of any building site be permit be accumulation of burning garbage, trash, or rubbish of any kind thereon.

Those portions of each improved building site, primarily the front yard, that are visible from the street shall be maintained with domestic grass and/ or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. In any case, whether a yard is primarily planted with grass and/or ground cover or largely with natural growth, the yard shall be kept in a manner consistent with a well-maintained, attractive neighborhood.

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Comment: new

If the owner of any building site fails to keep the grass and vegetation cut as often as may be necessary to maintain the building site in a neat and attractive appearance, the Westwood Estates Community Improvement Association may have the grass or vegetation cut, and the owner shall be obligated to pay the cost of such work. Failure to pay the cost of such work will result in the invoices being added to the annual dues amount. Failure to pay those costs shall result in late fees and other fees deemed appropriate by the Board.

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Comment: new

All clothes lines, yard equipment, play equipment (swing sets, slides, pool, etc.), woodpiles or storage piles shall be kept screened by a service yard drying yard, or other similar facility as herein otherwise provided, so as to conceal them from view of the street. Tool sheds fences and any other construction or improvement shall be subject to approval by the ARCHITECTURAL CONTROL COMMITTEE. Except for structures as attractive picket or rail fences that function exclusively as decoration, no fences may be built on the front of any Lot.

No vehicle which is inoperative, wrecked, dismantled, discarded, or which does not have lawfully affixed thereto, both an unexpired license plate or plates and a valid motor vehicle safety inspection certificate, shall be permitted upon any building site if visible for a period longer than 72 hours. No trailer, recreational vehicle, tent, boat or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard or street, in front of the building line of the permanent structure.

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Comment: new

All properties shall be neat in appearance and should be finished in a paint scheme congruent with neighboring properties. No rubbish or any debris shall be permitted to accumulate upon the Property. No odors shall be permitted to arise from the Property or any portion thereof that presents an unsightly, unsanitary, offensive or detrimental condition to neighboring properties or its occupants.

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Comment: new

14. MOBLIE EQUIPMENT

As used in this section (14) the term "mobile equipment" means boats, mobile homes, motor home, recreational vehicles, trailers, or any other similar type vehicle.

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Comment: remove

Mobile equipment may be placed on a building site under the following conditions:

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Comment: remove

The owner of any building sure may place mobile equipment on the building site in such a manner that is visible from the street providing this equipment is placed and maintained in neat and attractive manner.

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Comment: remove

However, no self-propelled mobile equipment which is inoperative, wrecked, dismantled, discarded, or which does not have lawfully affixed thereto both an

unexpired license plate or plates and a valid motor vehicle safety inspection certificate, shall be permitted upon any building site for any period of longer than 72 hours in such a manner that is visible from the street.

PREIS
Comment: remove

No mobile homes, recreational vehicles or travel trailers shall be parked or placed on any Lot at any time. No travel trailers or recreational vehicles may be kept on any Lot unless enclosed in a garage or parked so as not to be visible from the adjoining Property or public or private thoroughfares. In the event a travel trailer or recreational vehicle is not enclosed in a garage, the ARCHITECTURAL CONTROL COMMITTEE must approve the location of its storage site. This restriction regarding travel trailers and recreational vehicles shall not apply to guests staying at any Lot for less than seventy-two (72) hours. After a 72 hour time period, the travel trailer or recreational vehicle must be moved from Westwood Estates.

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Comment: add

15. CONSTRUCTION STANDARDS

All construction shall meet the requirements and specifications set forth by the City of Bryan’s building codes and ordinances. Where the requirements set forth by these Restrictions and Reservations exceed the requirements established by the City of Bryan these Restrictions and Reservations shall prevail.

16. FIREARMS

The use or discharge of pistols, rifles, shot guns, or other firearms is expressly prohibited in or on any part of Westwood Estates. No hunting or trapping of any kind is allowed.

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Comment: remove

16. HAZARDOUS ACTIVITIES

No activities shall be conducted on any Property and no improvements shall be constructed on the Property that might be unsafe or hazardous to any person or Property. Without limiting the foregoing, no firearms or fireworks shall be discharged upon the Property and no open fires shall be lighted or permitted on a Lot except when contained in a barbecue unit, properly constructed firepit, outdoor fireplace or outdoor chimney (chiminea) while being attended.

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17. WESTWOOD ESTATES COMMUNITY IMPROVEMENT ASSOCIATION

Pursuant to the covenants of the original Restrictions and Reservations, the Westwood Estates Community Improvement Association was incorporated under the laws of the State of Texas as a nonprofit corporation on August 6, 1976. By the Restrictions and Reservations in force as herein amended and approved, the owner of each building site in the Westwood Estates Subdivision agrees to become a member of the Westwood Estates Community Improvement Association. Membership in the Association is limited to owners of building sites in the said Subdivision. The Articles of Incorporation and the By-laws of the Corporation shall specify, among other purposes and duties of said Corporation, the enforcement of all restrictions, the

establishment of dues and policy regarding their collection, covenants, and conditions and payment of any and all legal and other expenses in connections therewith, and the maintenance, preservation and improvement of Property owned by the Corporation in the Subdivision and the keeping and maintaining said Property and every Lot in said Subdivision in a clean, sanitary and attractive condition including the removal of weeds and rubbish from vacant Property and streets, providing for security guards and/or security aids, contracting for and leasing any or all sports and recreation facilities owned by the Corporation so far as the Corporation may lawfully act, and the transaction of such other business as may be permitted by law.

It is understood and agreed that the Articles of Incorporation and By-Laws of said corporation shall provide that each purchaser or owner of a building site in said Westwood Estates Subdivision shall be entitled to one (1) vote for each full building site owned by him or her at all elections and on all other matters that may come before a meeting of the members and to the use by himself or herself or her family, his or her guests of all the sports and recreational facilities owned by or leased by the Association. Owners of building sites in Block H will be entitled to one vote per building site in the event no residences have been built. In the event residences have been built, the owner of each building site will be entitled to one vote for each dwelling unit built. Needs to match latest policy.

PREIS
Comment: remove

It is further understood that tenants of any dwelling in the Subdivision shall enjoy the same privileges as any member of the Association with the exception of voting.

18. PERIOD OF RESTRICTIONS

These amended reservations, restrictions, covenants, and easements are to run with the land and shall be binding on all parties and all persons for a period of ten (10) years from the date this instrument of amendment is first recorded, after which time said reservations, restrictions, covenants and easements shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the building sites has been recorded agreeing to change amend or cancel said reservations, restrictions, covenants and easements in whole of in part.

19. ENFORCEABILITY

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner of a building site or building sites in Westwood Estates, and his or her heirs, executors and administrators and assigns, and the Westwood Estates Community Improvement Association. Accordingly, all of the covenants, reservations, easements and restriction contained herein shall be construed to be covenants running with the land, enforceable at law of in equity, by any one more of said parties.

20. SEVERABILITY

In validation of any one or more of these reservations, restrictions, covenants and easements by judgment or courts order shall in no way affect any of the other provisions which shall remain in full force and effect.

21. RIGHTS OF MORTGAGES

Any violation of any 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, reservations or covenant may be violated.

22. PARK

The Westwood Estates Community Improvement Association is the owner of a 3.0 acre tract of land shown on the original plat for Westwood estates Subdivision. The Association owns this tract for the purpose of establishing and developing a sports and recreational facility for the subdivision. This tract of land with all its improvements is known as the Westwood Estates Park and its continuing development and maintenance is the responsibility of the Westwood Estates Community Improvement Association.

23. AGREEMENT

The under-signed building site owners agree to the amendment or modification of the deed restrictions as described herein as evidenced by their signatures below.

SIGNATURES AND SEALS.

This document filed: 6/14/88 in Vol. 1053, Pg. 244, 11:40 AM in Deeds and Records of Brazos County, Texas. This information should be added to the preamble of the new R&Rs.

PREIS

Comment: update with new signature block and approved at the annual meeting.