

The members of the Oak Ridge Civic Club, Inc., doing business as the Oak Ridge Property Home Owners Association, (the "Association") shall have the right at any time hereafter, upon thirty (30) days notice, to amend the deed restrictions applicable to the Oak Ridge Subdivision, which restrictions were filed of record at Vol. 193, page 099, et seq., of the Official Records of Trinity County, Texas, by a two-thirds (2/3) vote of the members of the Association voting in favor of such amendment to any or all of the restrictions, conditions, and covenants applicable to the Oak Ridge Subdivision, by the members of the association at a special or annual meeting at which a quorum is had, with each member qualified to vote being entitled to one (1) vote ~~per all-lets-owned~~ per owner in the Oak Ridge Subdivision of Trinity County, Texas. For the purpose of any meeting to amend the restrictions, a quorum shall be twenty-five (25%) of the members, represented in person or by proxy, entitled to vote;

and

WHEREAS, a Certification of the Chapter 211 Election Results for the Oak Ridge Subdivision, Trinity County, Texas, was filed with the Trinity County Clerk at Vol. _____, pages _____, et seq., Official Public Records of Trinity County, Texas; and

NOW THEREFORE, the following restated and amended restrictions were adopted by the property owners of the Association, at a special meeting held on _____, 2012, pursuant to the provisions of amendment procedure for Section Seven, as provided for by the Chapter 211 election identified and referenced above, and have been adopted:

Restrictions and Covenants

1. Applicability. Each Contract, Deed, and/or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument. These restrictions, conditions, covenants and assessments are, and shall be, deemed and considered covenants running with the herein above described lots, and the same shall be binding upon the lot owners and their heirs, executors, and administrators and assigns.

2. Dedication. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

3. Single-Family Residential Use Only.¹²

- (a) The lots in such Subdivision shall be used for single-family residential purposes only, except those lots which are designated on the official plat of said Subdivision as being commercial lots, and except those lots which may from time to time be designated by the Developer for business, recreational, or commercial purposes.
- (b) Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore such as a chicken processing plant, or junkyard, etc. or any business that will devalue property in the vicinity thereof.
- (c) The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, nursing homes, duplex houses, apartment houses, boarding houses, hotels and all other commercial uses as all such uses of said property are hereby expressly prohibited. Rental or lease of the lot and the residence thereon for any period of time less than 180 days shall be prohibited. Any rental or lease shall provide, in writing, that the renter or lessee has received a copy of the Deed Restrictions and agrees to be bound by same and comply with all Deed Restrictions.
- (d) Temporary vacation rentals are permitted.
- (e) Rental or lease of the lot and residence shall not relieve the property owner from compliance with these Deed Restrictions.

4. Architectural Control Committee.

- (a) ~~There shall be established an Architectural Control Committee, preferred at times as the "ACC", composed of three (3) members appointed by the Board of Directors of the Association to protect the owner of lots hereunder against such improper use of lots as will depreciate the value of their property, to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate face-spaces between structures; and, in general, to provide adequately for a high type of improvements in said property; and thereby to enhance~~

¹ Original Deed Restriction (1) reads: "None of the above described lots shall be used for anything other than residential purposes, except that the owner may designate one or more lots for recreational use by the owners of other lots."

² Original Deed Restriction (2) reads: "Only one (1) one-family dwelling house, together with necessary garage and other appurtenances, may be erected, altered, placed or permitted to remain on any of the above described lots; and no such appurtenances may be erected prior to commencement of erection of such dwelling house."

³ Original Deed Restriction (3) reads: "None of said lots shall be used for business purposes of any kind, nor for any commercial, manufacturing or apartment house purposes, ~~not~~ (nor?) may any lot be subdivided."

the value of investments made by purchasers of lots therein. All new construction shall be brought to the Board of Directors/Officers for consideration. If any concerns

arise within thirty (30) days, the board will call for a special meeting for discussion.

- (b) ~~No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such ACC may reasonably request) have been submitted to and approved in writing by the ACC in all respects, including, but not limited to, harmony of external design with existing structures and locations with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing.~~
- (c) ~~Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date.~~
- (d) ~~No building exceeding two (2) stories in height, with a maximum height of thirty-five (35) feet from the floor to the roof peak, shall be erected or placed on any lot except as approved by the ACC.~~
- (e) ~~Except as may be provided for in these Restrictions, and for any waiver or approval by the ACC, the International Residential Code applies to all construction, alteration, remodeling, enlargement, and repair of all structures built in the Subdivisions.~~

5. Construction Requirements.⁴

- (a) No building shall be erected or maintained thereon other than a private residence (with a minimum floor area of 4500850 square feet on all lots hereunder), a storage building (with minimum floor area of 30 square feet), a private garage and a private

⁴ Original Deed Restriction (6) reads: "All buildings erected on any lot shall be of new construction and the building lines of any residence to be erected shall be not less than fifteen (15) feet from any lot boundary line that abuts a street or public road, nor nearer than five (5) feet from any lot boundary line that does not abut a street or public road. This restriction as to set back from boundary lines that do not abut a street or public road shall not apply, in cases of one owner owning two or more lots and building one residence on the total area owned, to common boundary lines of such lots."

⁵ Original Deed Restriction (7) reads: "No residence shall be constructed on any lot above described unless same has a value sufficient to support a loan of not less than \$3,500.00, as determined by any established lender regularly operating in the area, and unless same have a floor area at the ground-floor level of not less than seven hundred fifty (750) square feet, exclusive of garage, carport, and porches, whether open or not. These restrictions as to the loan value of improvements are based upon labor and material costs as of January 1, 1967, and all future value of improvements is to be given consideration based upon comparative costs of labor and material at the time of construction, using the basic value above given."

boathouse for sole use of the purchaser of such lot. The minimum floor area requirements stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages. Mobile homes, including "manufactured housing", shall not be allowed in the subdivision. Exceptions may be approved by the ACG-Board of Directors for component type manufactured housing that meets all other standards established by the ACG Board of Directors.

- (b) No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot.
- (c) All construction must be of new material, except stone, brick, inside structural material, or other materials used for antique decorative effect if such use is approved in writing by the Architectural-Control-Committee-Board of Directors.
- (d) No tar type roof or siding materials will be used on any structure. ~~and no sheet-metal type-roof-or-siding-materials-will-be-used-without-written-approval-of-Architectural-Control-Committee-Board-of-Directors-on-any-structure.~~
- (e) The exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and under-skirted with no piers or pilings exposed to view except as approved by the Architectural-Control-Committee Board of Directors. No natural drainage shall be altered, nor shall any drainage ditch, culvert, or drainage structure of any kind be installed or altered, nor shall any driveway, curb or other such impediment to the free flow of water be installed or altered, without prior written consent of the Architectural-Control-Committee Board of Directors.
- (f) Culverts for driveways on lots shall be mandatory (unless otherwise approved by the Architectural-Control-Committee Board of Directors and shall be a minimum of eighteen feet (18") in length. Each culvert will be a minimum of twelve inches in diameter, galvanized, corrugated steel and an eighteen (18) gauge minimum. Other types of culverts will be permitted if they are commonly used by the Texas State Department of Highways.
- (g) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence construction and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.⁶
- (h) After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the Architectural-Control-Committee Board of Directors.

⁶ Original Deed Restriction (11) reads: "No building materials of any kind shall be placed, stored or permitted to remain on any lot except during construction; and then, only within the building set back lines defined in paragraph (6) above."

6. Fences: Fences shall be permitted to extend to the side lot lines and back lot lines and to no less than fifteen (15) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions. Any fence fronting on U.S. Highway 94 356 shall be twenty-five (25) feet from the front lot line. All fences that face a street must be of wood or steel construction. No barbed wire fencing facing a street is allowed. Any animals or birds must be fenced behind the residence, no closer to the street than 75 feet except for corner lots which may be fenced for animals up to 40' from side lot line.
7. Set Back Lines: No building, or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer the side lot line or rear lot line than five (5) feet. "Side lot line", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under contract to be conveyed by the Developer to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines, considering said contiguous whole and/or fractional lots as one lot. No building or structure shall be located nearer to the front lot line than ~~four~~(5) fifteen (15) feet.
8. Pets: No animals or birds, other than household pets, shall be kept on any lot. Any household pets allowed shall be raised or maintained on the property in such manner, or with such lack of care, as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance, or be raised for commercial purposes. Dogs shall be permitted only if continuously contained by leash or within a fenced area. No one will be allowed to keep livestock other than one horse or one cow per acre and no hogs, which livestock shall be contained by fence behind the location of the house on the lot. ~~Exceptions upon approval by the Architectural Control Committee Board of Directors, may be made for youth raising 4-H & FFA animals kept on property for less than eight (8) months total time.~~
9. No Temporary Dwellings; mobile or manufactured homes (modular).¹⁰

⁷ Original Deed Restriction (9) reads: "No fence, wall, hedge, radio or television aerial, or other detached structure for ornamental purposes shall be erected, grown or maintained on that portion of any lot within fifteen (15) feet of any street or public road."

⁸ See footnote 4 above; Original Deed Restriction 6 established set back lines.

⁹ Original Deed Restriction (5) reads: "No swine, chickens, horses or cattle shall be kept on any of the above described lots and no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the owners of other lots in said subdivision."

¹⁰ Original Deed Restriction (4) reads: "No trailer, tent, shack, detached garage, garage apartment, stable or barn shall be placed, erected or be permitted to remain on any lot, nor shall any structure of a temporary character be used at any time as a residence, except during the

- (a) Subject to the remaining provisions of this paragraph, no shack or any outbuilding (other than a private boathouse, garage, or storage building complying with these restrictions) shall be erected or placed on any lot, and no boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently.
- (b) Temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) consecutive hours.
- (c) No wheeled trailers to be used as storage.
10. Plumbing and Sanitation.¹¹
- (a) No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing, and septic systems, shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction.
- (b) All residences must be connected to the Central Water System.
11. Lot Maintenance.
- (a) No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash or other debris and inoperative cars, vans, or buses.¹²
- (b) Grass and weeds may not exceed twelve inches in height. Refrigerators and other large appliances shall not be placed outdoors.
- (c) No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
- ~~(d) The Association shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.~~

construction of the Livingston Reservoir and during construction of a permanent dwelling on such Lot.”

¹¹ Original Deed Restriction (8) reads: “No outside toilets, privies or cesspools shall be erected, constructed, used, maintained or be permitted to remain on any lot and all sewage and waste water must be discharged into a disposal system meeting the requirements of the Trinity River Authority of Texas and the Texas Water Pollution Control Board.”

¹² Original Deed Restriction (12) reads: “No trash, rubbish, garbage or other refuse shall be placed, dumped or allowed to accumulate on any lot and all such waste material shall be kept in sanitary containers and burned, or removed to a location outside Oak Ridge Subdivision. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition.”

- (e) ~~Prior to such entry and~~ Any correction of the restriction violation, the property owners shall be given thirty (30) days notice of the violation and an opportunity to cure the violation. If the violation is not corrected in that period of time, or such period as may be agreed upon by the lot owner and the Association shall have the right to correct such deed restriction violation, and if the cost of such correction is not paid within thirty (30) days of invoice, then a contractual lien is retained against the property as security for such expense, together with any legal fees and costs incurred in enforcing this restriction, and the Association shall have the right to judicially foreclose the place a lien securing such expense, legal fees and costs incurred in enforcing this restriction.
12. Subdividing of Lot. No lot may be subdivided without the consent of the Association. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association.
13. Culverts and Ditches. The ditches and culverts in front of each lot shall be kept open and only the size culverts recommended by the County Commissioner in that precinct shall be installed. Any culvert installed inadequately may be removed by the Association and replaced at the expense of the lot owner.
14. Firearms. ¹³ No hunting, or the discharge of firearms, shall be allowed in any area of said Subdivision, except in the defense of life or property.
15. ~~Timber. No merchantable timber upon any lot shall be cut or mutilated before said lot is paid for in full, except that a reasonable sized site for a house place may be cleared.~~
15. Liability of Owners to Owners' Families and Guests. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes or playground or property of said subdivision or Association, and the Association shall not be liable for any such injury.
16. ~~Transport Commercial Vehicles.~~ Trucks with tonnage in excess of one (1) ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Subdivision at any time.
17. Drilling and other Activities.
- (a) Drilling or exploration of minerals is not allowed.
- (b) The water is furnished by ~~Etendate Water System~~ LLWS & SSC and no private water wells may be drilled on the lot.

¹³ Original Deed Restriction (10) reads: "The use or discharge of firearms is expressly prohibited within the boundaries of Oak Ridge Subdivision, except in the defense of life or property."