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State of Texas }
County of Wood } Know all men by these presents:

That Walter M. Woodruff, A. H. Grusendorf, Jr., Inc. and Ron Grusendorf being the owners of all that certain tract and parcel of land platted and described as White Oak Estates, Wood County, Texas do hereby place the following restrictions, conditions and covenants upon each of the lots in said White Oak Estates.

A. Lots 1 through 8 shall be occupied and used for single family residence purpose only and no other.

B. No structure, boat house, wall or fence shall be erected, placed or altered on any lot in White Oak Estates, until the building plans, specifications and plot plan showing the location of said structures, boat houses, walls or fences shall have been approved in writing by the Architectural Control Committee composed of Walter M. Woodruff, A. H. Grusendorf, Jr., Inc. and Ron Grusendorf or by a representative designated by a majority of the members of said Committee. The Committee herein, however, does by these presents reserve the right at any time written ten years from date hereon, to either continue in this capacity or to assign this right of approval to a neighborhood committee which shall be appointed or elected by the owner of a majority of the lots which are subject to the covenants as herein set forth.

It is understood that the approval by the Committee or its representatives is entirely discretionary, and approval will be withheld if such plans in any manner mar the architectural or aesthetic symmetry of White Oak Estates. It is further understood that a proposed main dwelling meeting the minimum square footage requirements as set out in paragraph "E" herein does not, on the basis of square footage alone, qualify the proposed structure for approval by the said Committee.

C. No building shall be erected within 25 feet of the front property line, or 10 feet of the side property lines, or 5 feet of the rear property line.

D. Each property shall face the front property line. Each property shall have a garage for at least one standard automobile. The garage may open facing the front property line, side property line or rear property line. No carports or car sheds are allowed.

E. The total floor area of the main structure exclusive of porches and garages shall contain not less than 1,500 square feet. All one and one-half story or two story structures shall have as a part of the total floor area as described herein above, a minimum of 1,000 square feet on the ground floor area. This ground floor area shall be exclusive of porches and garages.

F. No structure shall be erected on said lots of materials other than brick, brick-veneer, stone, stone-veneer, and the above named material shall constitute at least fifty (50%) percent of the total outside walls of said structure exclusive of windows and doors. No dwelling or residence or any other structure shall exceed two stories in height.

G. No residence shall duplicate the exterior elevation of any other residence in White Oak Estates.

Restrictions Applicable to
White Oak Estates

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H. No temporary structure of any kind shall be erected or placed on any of the lots in White Oak Estates, and in no instance shall more than one dwelling or residence and the necessary outhouses to accommodate the owner or occupant thereof be erected or placed on any one lot as the same is shown on the plat of said Addition. Any garage, servants house or other improvements erected or placed more than two hundred and seventy (270) days prior to the completion of the main dwelling of residence, shall be considered a temporary structure. The exterior construction of any main dwelling shall be complete within two hundred and seventy (270) days from date of start of construction.

I. Any fence erected on any lot in this addition must be of wood, brick or stone, except from the front of the main dwelling to the front property line must be of chain link or wooden rail only. Any fence erected on the Sabine River Authority leased land must be chain link or wooden rail. No fence shall be more than six (6') feet in height at any point. Wooden rail is defined as being horizontal rails with a minimum of 12" space between each rail.

J. No animals or fowl of any kind shall be raised, kept or quartered on any portion of the lots in White Oak Estates, except pets of the kind and number usual to a one family household. Horses, ponies, burros, donkeys, goats, sheep, hogs, pigs or cows shall not be deemed as such and are not permitted.

K. The exterior of all structures shall be properly maintained and painted. Each lot, including the Sabine River Authority leased land, shall be kept free of trash and debris and grass and weed shall not exceed six (6) inches in height.

L. During and upon completion of any construction, the builder and owner, jointly and severally, shall be responsible for the removal of any trash or debris that may have been thrown or placed on the premises or any adjoining property or street and shall grade to an even surface.

M. No noxious or offensive activity of any kind whatsoever shall be permitted to be carried on by any owner of property in White Oak Estates. Nor shall there be permitted any act therein that may be or become an annoyance or a nuisance to the neighborhood or any of the owners thereof of those claiming under them, whether heirs or vendees.

N. No sign of any kind shall be displayed to the public view on a lot in White Oak Estates, except one professional sign of not more than nine (9) square feet, advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale period.

O. All easements shown on the recorded plat of White Oak Estates, for the purpose of installation or the maintenance of public utilities, and all such easements hereafter granted for such purposes, shall be observed by the undersigned and its vendees and other owners of said Addition and shall not be in any manner obstructed so as to hinder or defeat any such easements.

P. At any time, the owners of the legal title to at least seventy percent (70%) of the lots within the subdivision (as shown by the records of Wood County, Texas) may amend the covenants, conditions, and restrictions set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Wood County.

Q. The foregoing building and use restrictions are both covenants and conditions subsequent running with the land and, unless amended as specified in paragraph "S" herein, and effective until January 1, 2010, at which time all such building and use Restrictions shall be automatically extended for successive periods of ten (10) years unless a majority in number of the owners of the lots in White Oak Estates, shall prior to the expiration of the original term or any extension thereof, agree in writing to change such conditions, covenants, and restrictions in whole or in part, provided, nevertheless that any such removal or changes of such conditions, covenants and restrictions shall not affect Restriction "A" above, providing that all of the property in White Oak Estates shall be used for residential purposes only, and Restriction "O" above providing for the strict observance of all easements and similar burdens.

R. If any conditions, covenants, or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgement or order of a Court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant, or restriction, each of which shall remain in full force and effect.

S. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of (and are binding upon) each and every person acquiring any part of White Oak Estates, since it is intended that the entire tract known as White Oak Estates, shall be developed for residential purposes only, it being understood that such conditions, covenants, restrictions, and agreements are not for the benefit of the owner of any land except land in White Oak Estates; this instrument when executed shall be filed of record in the Deed Records of Wood County, Texas, so that each and every owner or purchaser of any portion of White Oak Estates is on notice of the conditions, covenants, restrictions, and agreements herein contained.

T. Any property owner, or the Committee, or any member thereof, shall have the right to proceed at law or in equity against any person or persons violating or attempting to violate any covenants or conditions hereof, either to restrain or to recover damages.

Walter M. Woodruff
Walter M. Woodruff

A. H. Grusendorf, Jr., Inc.
A. H. Grusendorf, Jr., Inc.

Ron Grusendorf
Ron Grusendorf

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared Walter M. Woodruff Walter M. Woodruff, A. H. Grusendorf, Jr. A. H. Grusendorf, Jr., Ron Grusendorf Ron Grusendorf, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they 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 27th day of August, A.D. 1985.

Wilma R. Harkins
Notary Public, Dallas County, Texas

THE STATE OF TEXAS)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared, Walter M. Woodruff Walter M. Woodruff, A. H. Grusendorf, Jr. A. H. Grusendorf, Jr., and Ron Grusendorf Ron Grusendorf, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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Wilma R. Harkins
Notary Public, Dallas County, Texas

FILED FOR RECORD THE 18TH DAY OF JULY A.D. 1986 AT 11:30 O'CLOCK AM M.
RECORDED THE 26th DAY OF JULY A.D. 1986 AT 11:30 O'CLOCK AM M.
BY Martha R. Bridges MARTHA R. BRIDGES, COUNTY CLERK WOOD COUNTY, TEXAS
DEPUTY