

THE STATE OF TEXAS }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Roy Willbern, Trustee, of Harris County, Texas is the owner of a tract of land consisting of 35.3751 acres, which has been subdivided and platted as "White Oak Valley Estates, Section One", a subdivision out of the Clark Beach Survey, Abstract No. 79, Montgomery County, Texas; and,

WHEREAS, Albert B. Moorhead, Ludie B. Moorhead, Reba Moorhead Massey and husband, John M. Massey, Myrtle Moorhead McKnight and husband, Charlie O. McKnight hold a first mortgage on such property; and,

WHEREAS, it is deemed to be in the best interest of the owner-subdivider, the mortgage holders and of the persons who may purchase lands in said "White Oak Valley Estates, Section One", that there be established and maintained a uniform plan for the improvement and development of the lots in said subdivision as a highly restricted and modern subdivision;

NOW, THEREFORE, Roy Willbern, Trustee, owner, joined by Albert B. Moorhead, Ludie B. Moorhead, Reba Moorhead Massey and husband, John M. Massey, Myrtle Moorhead McKnight and husband, Charlie O. McKnight, mortgage holders, does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on the parties hereto and also on all parties and persons claiming under the said Roy Willbern, Trustee, his heirs, administrators, successors or assigns in accordance with the terms herein contained.

The agreements, easements and restrictive covenants on said property are as follows, to-wit:

1. All these restrictions, easements and agreements are covenants that run with the land. They are for the protection, use and benefit of all parties hereto and each and every purchaser of any lot or lots in said subdivision, their heirs, assigns and legal

representatives, and same shall be binding on all such persons and all other persons claiming under them for a period of twenty (20) years from such date of filing in the Office of the County Clerk of Montgomery County, Texas, and after such time these covenants, easements and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change the said easements, covenants and restrictions in whole or in part, provided, however, that fifty-one (51%) per cent of the lot owners at any time may amend or change these restrictions as they in their discretion may deem fit and proper to be effected by a proper instrument duly executed, acknowledged and filed for record as aforesaid. In any such instrument, the fifty-one (51%) per cent shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions.

2. It is understood that no act or omission upon the part of any party hereto, or any person hereafter acquiring an interest in said property by, through or under same, shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions. It is further provided that the invalidation of any one or more of these covenants or restrictions, or any part thereof, by a judgment of a Court or any Court Order or in any other fashion, shall not in any wise affect the other provisions hereto, which shall remain in full force and effect.

3. It is expressly understood that all lots, tracts and land in all sections of said subdivision with the exceptions hereinafter mentioned shall be known and described as residential lots and property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purposes. In this connection it is understood and agreed that Reserve A, Block 2, White Oak Valley Estates, Section One, is not in any manner limited and

restricted to residential usage, but may be used for commercial purposes. Anything herein to the contrary notwithstanding, however, except for such commercial usage, all restrictive covenants and conditions shall apply to said Reserve A, further provided, however, that in the event of its use for commercial purposes that the square footage may be less than 850 square feet, that the set back footage requirement from the road are waived, and all restrictions against billboards or any other type of advertising are also waived; however, should such lots be used for residential purposes then residential restrictions shall apply in every respect.

4. The undersigned owner and mortgagors hereby agree to dedicate the roadways shown on said plat for the use of the parties hereto, their successors and assigns, and by all owners therein, and by public utilities, including, but not limited to electric light power, telephone, gas, water and sewerage disposal.

5. The parties hereto, their heirs and assigns, further agree to grant unto power lighting and communication utility companies, an unobstructed aerial easement seventy (70') feet in width from a plane twenty (20') feet above the ground upward centered on the center line of said roadway above described, together with the rights of ingress and egress for the purposes of construction, inspecting, repairing, maintaining and replacing utility lines.

6. No obnoxious or offensive trades or activities shall be carried on on any of the lots or tracts in this subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in this area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the law of the local, state or federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors, noises, or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity.

7. No residence shall be built or maintained on an area of less than 850 square feet exclusive of porches or garages. Residences shall be built at least thirty-five (35) feet from the right-of-way line of any roadway. The exterior of the residence shall be finished, and if of a material other than brick, stone, asbestos or other materials not commonly decorated, shall be painted with at least two coats of paint. Temporary buildings for residence shall contain not less than 280 square feet of floor space and shall have at least two coats of paint unless constructed of some material not commonly decorated as above. No trailer, trailer house, tent, basement, shack, barn or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence. When construction of any improvement is begun, it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. Each building site must be of at least one-fourth (1/4) acre in area.

8. No billboards shall be erected or maintained on any of the property in the subdivision.

9. Whenever a residence, or dwelling of any nature, is established on any tract, it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision. Drainage of septic tanks or sewerage into roads, streets, alleys, ditches, ravines or upon open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision.

10. Upon constructing a driveway into the tract, the buyer shall place a culvert of at least eighteen inches at a point between the roadway and his property so as to provide free flow in the borrow

ditch, and such culvert must have adequate fill over and around the sides to provide good ingress as required by the County.

11. All tracts are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the parties to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and to provide the necessary utilities.

12. If any of the parties hereto or any one of the buyers in this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, the parties or any owner in the subdivision shall have the right to prosecute any proceeding at law or in equity, against any person violating, or attempting to violate, any of the covenants or restrictions, and either prevent such person or persons from so doing by prohibitive or mandatory injunction, or to collect damages for such violations. It is further stipulated that the invalidation of any judgment, or court order, shall in any wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

13. No building shall be erected, placed or altered upon any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to quality of workmanship and materials and to conformity and harmony of external design with the existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation. Such Committee shall be initially composed of Roy Willbern and L. W. Martyr, and in the event of the death, resignation or any inability of same, the remaining member of the committee may be designated by a majority of owners in said subdivision, or in default of any member of the committee surviving, then in such event, the owners then of lots in said subdivision may by vote designate the members of such committee.

14. The approval of the above mentioned shall be required of the architectural control committee, and in this connection, a majority of the committee may designate a representative to act for them. In the event of the death or resignation of any member of the committee as aforesaid, the remaining member shall have full authority to designate a successor for such decedent. Neither the members, nor its designated representatives may be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots in said subdivision shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee, or restore to it any of its powers and duties.

15. The said committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representatives fail to approve or disapprove within thirty (30) days after plans and specifications and plot plans have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall have been deemed to have been fully complied with.

16. No second-hand houses shall be moved on any lot without the written consent and permission of the said control committee. No second-hand building materials shall be used for the exterior construction of any structure on any of said lots.

17. It is understood that by the acceptance or the execution of any contract for deed, conveyance or deed the purchaser or grantee thereof, whether a corporation, partnership, firm or otherwise, agrees and covenants for himself, his heirs, assigns and legal representatives, that he takes said property subject to the foregoing restrictions and conditions above set out and further agrees that the same are covenants which are to run with the land, as aforesaid, and shall be binding upon him and all the parties stated during the effective period

hereof. If any of said parties, their heirs, legal representatives, successors or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against such violators, either to prevent any violation, or to recover damages for the breach thereof or for both injunction and damages, or for any other relief obtainable for such violation or attempted violation.

WITNESS our hands at Houston Texas
this the 15th day of October, A. D. 1964.

Roy Willbern
Roy Willbern, Trustee

Albert B. Moorhead
Albert B. Moorhead

Ludie B. Moorhead
Ludie B. Moorhead

Reba Moorhead Massey
Reba Moorhead Massey

John M. Massey
John M. Massey

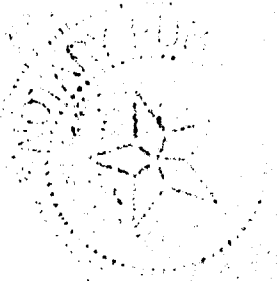
Myrtle Moorhead McKnight
Myrtle Moorhead McKnight

Charlie O. McKnight
Charlie O. McKnight

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROY WILLBERN, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of October, 1964.



Ann Rice
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS X
 COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ALBERT B. MOORHEAD, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of October, A. D. 1964.

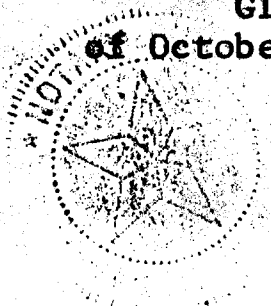


Catherine Patterson
 Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS X
 COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared LUDIE B. MOORHEAD, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of October, A. D. 1964.

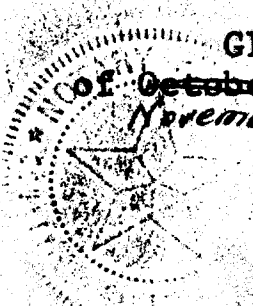


Catherine Patterson
 Notary Public in and for
MONTGOMERY County, Texas

THE STATE OF TEXAS X
 COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John M. Massey and wife, Reba Moorhead Massey, 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, and the said Reba Moorhead Massey, wife of John H. Massey, having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said Reba Moorhead Massey, acknowledged that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of ~~October~~ November, A. D. 1964.

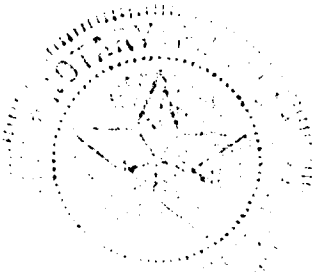


Catherine Patterson
 Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charlie O. McKnight and wife, Myrtle Moorhead McKnight, 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, and the said Myrtle Moorhead McKnight, wife of Charlie O. McKnight, having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said Myrtle Moorhead McKnight, acknowledged that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of October, A. D. 1964.



Catherine Patterson
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD December 1, 1964 at 11:45 o'clock A.M.
RECORDED December 9, 1964 at 5:00 o'clock P.M.
W. T. HOOPER, Clerk County Court, Montgomery Co. Texas
By: *Ophele Hayskamp*, Deputy