

#1357

THE STATE OF TEXAS :
COUNTY OF TRINITY :

That WHITE ROCK ESTATES, INC., a Texas corporation, formed pursuant to the provisions of the Texas Business Corporation Act, hereinafter called "Developer", owner of WHITE ROCK ESTATES, a subdivision of approximately 80.691 acres of land situated in the KING BRADLEY SURVEY, Abstract No. 258, Trinity County, Texas, and being the same land as described in that certain deed from Southland Paper Mills, Inc., to C. D. Devereaux and Roy L. Willis, recorded in Volume 207, Page 173, of the Deed Records of Trinity County, Texas, and being the same property as shown per plat of Section One, White Rock Estates Subdivision recorded in Volume 2, Page 67, of the Map Records of Trinity County, Texas, reference to which both the said deed and plat is hereby made for descriptive purposes the same as if said description were set out herein verbatim, does hereby fix and adopt the restrictive covenants set forth hereafter, which said restrictive covenants shall govern the development and use of all lands that comprise said Section One in and of said Subdivision and only said Section One, and which said restrictive covenants do not apply or govern the development and use of lands comprising any other sections of said subdivision.

1. Terms: These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them and/or owning lots in White Rock Estates, for a period of 25 years from the date this instrument is recorded; at the end of such period, such restrictions and covenants shall automatically be extended for successive ten-year

periods, unless an instrument signed by a majority of the then owners of the lots in said subdivision has been recorded in the Deed Records of Trinity County, Texas, agreeing to change or terminate said covenants in whole or in part; provided, however, that all of the owners of one lot shall be entitled to one vote.

2. Land Use. No lot or tract of land in this subdivision shall be used for any purpose other than mobile home residences, except for administration requirements by Developer and except for the commercial use of those lots comprising the lots facing State Highway 356 and being the area shown on the recorded plat of this subdivision marked "RESERVED", and no business of any type, kind or character shall be done or carried on within said subdivision other than that carried on the said lots facing State Highway 356, as described hereinabove; provided further, however, that the prohibition of land use, as set out hereinabove, shall not prevent the leasing or rental of any such said mobile home by the owner thereof.

3. Building Type and Size: There shall not exist on any lot at any time more than one (1) residence consisting of one so-called mobile home containing not less than 600 square feet of living area and said mobile home shall be a minimum of 12 feet wide. No building, structure or construction of any kind shall be constructed, erected or placed on any lot until the plans, specifications and plot plan showing location of said improvements have been previously submitted to and approved in writing by the Architectural Control Committee for the subdivision, which said committee shall have the power to control the buildings, structures, mobile homes, etc., placed on each lot. Within ninety (90) days after such so-called mobile home is placed on any lot, said home shall be "skirted" with material approved in writing by the Architectural Control Committee so that the undercarriage and utility connections are covered in a uniform manner, and within said ninety (90) day period, every lot must have constructed thereon the following: a driveway out of either concrete, asphalt or rock (limestone or gravel) with a minimum of ten feet (10') in width; and a porch (or slab in lieu thereof) with a minimum width of six feet (6') and a minimum length of twelve feet (12'). Failure of any lot owner to abide by all of the above restrictions, covenants and requirements within the time hereinabove specified, shall give the Architectural Control Committee the right to either legally enforce the same or to cause such contemplated construction to be completed and upon completion to charge the cost thereof to the lot owner who shall be liable therefor. No fence or wall shall be erected, placed or altered without approval of the Architectural Control Committee.

4. Architectural Control Committee: The original Architectural Control Committee will be composed of C. D. Devereaux and Roy I. Willis. Each of the two (2) original members may designate in writing an alternate member to serve in his place or in case of the death, or inability to act of any member, the remaining members may designate an alternate member. The Committee so constituted may at any time transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in the subdivision duly selected by democratic process by all of such lot owners in the said subdivision. Refusal of approval of plans and specifications or other matters under the control of the Architectural Control Committee may be based on any ground, including, but not limited to, purely aesthetic grounds, which in the sole opinion of such Committee, shall seem sufficient. If no Committee exists or if the Committee shall fail to approve or disapprove the plans, specifications or other matters within 45 days after writing request therefor, then such approval shall not be required; provided that no building, mobile home or other structure shall be erected which violates any of the covenants herein contained.
5. Temporary Structures: No temporary structure, such as a trailer, tent, shack, shed, storage room or garage, shall be used at any time in this subdivision as either temporary or permanent residence.
6. Water Supply: No individual water well shall be used within this subdivision, so long as water is available from an approved water system serving this subdivision.
7. Nuisances: No nuisance shall be maintained nor any noxious or offensive activity carried on within this subdivision, nor shall anything be done therein which may or might become a nuisance to the neighborhood.
8. General Restrictions: Trash, garbage or other waste shall not be kept except in sanitary plastic bags placed for pickup where designated, and no garbage cans shall be kept outside the home. No animals, livestock or poultry or fowl of any kind shall be raised, bred or kept within this subdivision, provided, however, that each lot owner shall be entitled to own and keep the family dog(s) or cat(s) so long as same are properly cared for and kept so as not to violate or infringe the rights of any other person owning, leasing or buying a lot in this subdivision and so as not to otherwise infringe or violate these restrictions. No billboards, signs or unsightly objects or advertising displays

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of any kind shall be installed, maintained or permitted to remain on any lot without prior approval in writing of the Architectural Control Committee. Each mobile home shall be all electric except with permission from the Architectural Control Committee.

9. Maintenance Fund: There is hereby established, and all lots within said subdivision are subject to, a maintenance charge for the purpose of creating a fund known as a Maintenance Fund. The Maintenance Fund shall be used for the purposes of maintaining common grounds, facilities, easements, streets and landscaped areas; to provide garbage and refuse disposal or removal; to service and maintain sewerage disposal; to enforce the restrictions and covenants; to pay all labor and material and other expenses incident to the maintenance and service aforesaid. The annual assessment of each lot will be made by the managers of the Maintenance Fund or the Property Owners Association hereinafter provided for. The total assessment shall be for an amount reasonably necessary to accomplish the purposes for which it is established, and each lot shall be liable for its pro rata share of the total assessment. The annual assessment is to be made each year and 1/4 thereof shall become due and payable on the 1st day of January and 1/4 thereof shall become due and payable on the 1st day of each third month thereafter until the Maintenance Fund assessment for each year has been paid in full. Each lot within this subdivision shall be subject to a vendor's lien to secure the payment of the Maintenance Fund assessment.

The Maintenance Fund assessment shall not exceed \$5.00 per month for each lot. However, this maximum may be increased by a two-thirds (2/3) majority vote of those present in a regular meeting of the Property Owners Association, after publication of notice of proposal to increase said maintenance assessment.

The Maintenance Fund managers or their successors shall have the sole authority to collect and enforce the collection of the Maintenance Fund assessment and shall have the authority to expend all moneys collected from such assessments for the purposes above stated. By acceptance of his deed or contract of sale, each purchaser agrees and consents to and joins in such maintenance charge.

The Maintenance Fund shall be managed, operated and enforced by C. D. Devereaux and Roy I. Willis, their heirs or

assigns, until such time as a Property Owners Association is formed by the said Devereaux and Willis, to manage, operate and enforce said Maintenance Fund. The Property Owners Association may be formed at any time hereafter, and shall be formed when 75 lots of Section One of this subdivision have been sold to individual owners.

Membership in the Property Owners Association by owners of lots shall be mandatory, and ownership of one lot is entitled to one membership in the Property Owners Association, when created.

10. Subdivision of Lots: None of the lots shall at any time be divided into as many as two building sites, and no building site shall be less in area than the area of the smallest lot platted in the block of which the building site is a part. A single lot, together with contiguous portion or portions of one or more lots in the same block may be used for one building site, subject to such setback lines and lot lines requirements as may be determined by the Architectural Control Committee.

IN WITNESS WHEREOF, WHITE ROCK ESTATES, INC., a Texas corporation, has caused these presents to be signed on this the

12th day of July, 1972.

WHITE ROCK ESTATES, INC.

By: 
President

ATTEST:

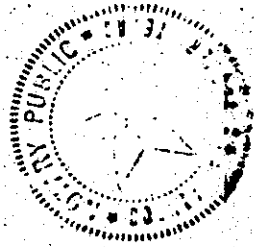

Corporate Secretary

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THE STATE OF TEXAS :
COUNTY OF MONTGOMERY :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. D. Sevelby, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WHITE ROCK ESTATES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of July, A.D., 1972.



Edward L. Little
Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS {
COUNTY OF TRINITY { I, Bettie Mae Ainsworth, Clerk of the County Court in and for said county, do hereby certify that the annexed and foregoing instrument of writing with its certificate of authentication, was filed for record in my office 18 day of AUGUST, 1972, at 11:25 o'clock A M., and recorded the day of , 19 , at o'clock M., in Deed Record of said County in Vol on page

Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and year last above written.

Bettie Mae Ainsworth
County Clerk Court, Trinity County, Texas

By Laudyn Campbell Deputy