

7743503

LOTS ONE (1) THROUGH EIGHTY-TWO (82) OF WHITE OAK FOREST
A SUBDIVISION IN THE J. M. EVERETT SURVEY, ABSTRACT NO. 197 IN
MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS I

COUNTY OF MONTGOMERY I

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHITE OAK DEVELOPERS, INC. (hereinafter sometimes called "Developer"), being the owner of that certain tract of land in the J. M. Everett Survey, Abstract No. 197 in Montgomery County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto, which has heretofore been platted into that certain subdivision known as lots 1 thru 82 and Reserves A, B, and C, of White Oak Forest, an unrecorded subdivision in Montgomery County, Texas, said lots being more particularly described by metes and bounds in Exhibit "B" attached hereto, and desiring to insure to all purchasers of said lots 1 thru 82 to create and carry out a uniform plan for the improvement, development and sale of all of the above numbered lots, "Developer", a Texas corporation with offices and principal place of business in Houston, Harris County, Texas, the present owner of all of said properties, acting herein by and through its duly authorized officers, does hereby ADOPT, ESTABLISH, AND IMPOSE the following reservations, restrictions, covenants and conditions upon said properties which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the present owners, their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to-wit:

I

These conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1992, and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of any such period of time Fifty One percent (51%) of the owners of the land area of land in said development shall agree in writing, properly executed and recorded in the office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions.

II

These conditions and restrictions may be amended at any time when the Fifty One percent (51%) of the owners of the land area of land in said development shall agree in writing, properly executed and recorded in the Office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions. The Fifty One percent (51%) vote shall be computed on the basis of one (1) vote per lot, according to designation thereof on the above reference plat of White Oak Forest, regardless of ownership of more than one lot. Said amendment shall not affect the terms and conditions regarding building sites as set out under Paragraph VIII(B) hereunder.

Article III

No duplex housing. No animals raised or maintained for sale. No offensive animal odors or noises.

III

Restriction III, 2nd Amendment

All numbered lots in White Oak Forest shall be used for residential purposes only. No noxious or offensive trades or activities shall be conducted on any of the lots in said development, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws 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 or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity; nor shall animals be raised or maintained for commercial exploitation.

IV

No trash, manure, garbage, or debris of any kind shall be dumped or permitted to accumulate on any lot. No junk or wrecked automobiles shall be permitted to remain on any lot.

Article V

Political signs may be displayed from 90 days before an election to 10 days after the election.

V

No advertisements, billboards, advertising structures or signs (except for bona-fide signs advertising the sale of a particular lot or lots in this development) shall be erected or maintained on any residential lot in White Oak Forest. PC 202.009

VI

No timber or iron ore shall be cut, sold or removed from those residential lots on which White Oak Developers, Inc. has a purchase money lien; however this restriction does not prohibit purchasers of lots in this development from selectively clearing same, nor does it prohibit the clearing of timber from a proposed building site situated upon said lot.

VII

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in drilling for oil, or natural gas, shall be erected, maintained or permitted on any lot, except upon that lot that contains an area of no more than two acres that developer has designated as a potential drill site.

VIII

3

(A) No lot or lots in White Oak Forest shall be resubdivided in any manner except as provided in sub-paragraph (B) of this Section VIII next following.

(B) Any person owning one lot or two or more adjoining lots may subdivide or consolidate such lot or lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided any such re-subdivision or consolidation from such re-subdivision shall have a land area of not less than one (1) acre of land.

Article VIII (B)

Lots developed as one must join
at the side or the back.

PC 209.015 (1) (A-C)

IX

No residence shall be built or maintained on any lot in said development having less than Sixteen Hundred (1600) square feet of living area, exclusive of garages and open porches. Residences (exclusive of garages and out buildings), situated on lots 1 thru 52 shall be built at least fifty (50) feet from the right-of-way line of the dedicated roadway on which the lot fronts. Residences (exclusive of garages and out buildings), situated on lots 53 thru 82 shall be built at least 30 feet from the right-of-way line of the dedicated roadway on which the lot fronts, and in this connection, a corner lot is deemed to front on the right-of-way adjacent to the lot line having the shortest dimension, save and except lot 35. Residences (exclusive of garages and out buildings), situated on all lots shall be built at least fifteen (15) feet from side lot lines and twenty (20) feet from rear lot line. The exterior of each residence shall be finished and, if of a material other than brick, stone, or other material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, bus, mobile home, basement, shack, barn, portable structure, 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 except that garages may be attached to the residence. Purchaser shall submit to and obtain approval of the Architectural Control Authority (as hereinafter provided and defined) of any plans and specifications for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. Should the Architectural Control Authority not disapprove plans so submitted within twenty (20) days from submission, such plans will be deemed to have been approved. 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. In this connection it is agreed and understood that the erection of the exterior portion of any residence shall be completed on or before twelve months (12) from the inception date of construction. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any lot or building site. Provided, however, that more than one main residence may be built on a lot or building site if the plot plan and architectural plans are first approved in writing by the Architectural Control Authority. This provision shall not be construed to permit re-subdivision of a tract as herein prohibited. The moving of used buildings onto any building site in the development is prohibited unless such building is first inspected and approved in writing by the Architectural Control Authority.

Article IX

Out buildings behind the back line of the house have been considered, since the beginning of the subdivision, to be to the rear of the residence.

Article IX

The filed "Architectural Control Committee Authority and Purpose" explains how to apply for approval.

Article IX

No duplex or multi-family dwelling is allowed.

Restriction III, 2nd Amendment

X

(A) The Architectural Control Authority shall have the power and authority to create, alter or amend building set-back lines, utility easement lines, and requirements as to design of buildings and materials to be used in the construction thereof for any lot or lots within the development provided that such authority shall be exercised for the purpose of making

the lot or lots so affected useful for the purpose for which they were designed or for the purpose of harmonizing and making esthetically attractive the development or the neighborhood of the development in which the lots so affected are located, as such matters may be determined in the good faith judgement of the Architectural Control Authority.

(B) The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Authority (hereinafter sometimes referred to as the "Authority"), which Authority shall be the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the White Oak Forest Architectural Control Committee, (herein referred to as the "Committee") in which event such authority shall be vested in and exercised by the Committee (as provided for below), except as to plans and specifications and plats theretofore submitted to the Developer, which shall continue to exercise such authority over all such plans, specifications and plats.

At such time as all of the lots in the Development (as platted) shall have been sold by the Developer, then the Developer shall cause a Statement of such circumstances to be placed of record in the Deed Records of Montgomery County, Texas. Thereupon, the lot owners in White Oak Forest may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the White Oak Forest Architectural Control Committee. Each member of the Committee must be an owner of property in White Oak Forest. Each lot owner shall be entitled to one (1) vote for each whole lot owned, regardless of ownership of more than one lot.

The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Developer in the Deed Records of Montgomery County, Texas, and give notice of the time and place of such election (which shall be in Montgomery County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Developer actually file any such Statement so long as it has not subdivided and sold the entirety of the property heretofore or hereafter platted as Sections of the White Oak Forest, nor to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

Votes of owners shall be evidenced by written ballot furnished by the Developer (or the Committee, after the initial election) and the Developer (or the Committee, after the initial election) shall maintain said ballots as a permanent record of such election for a period of not less than four (4) years after such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof.

The results of each such election or of any removal or replacement of any member of the Committee, shall promptly be determined on the basis of the majority of the votes cast in such election and may be evidenced by the recording of an appropriate instrument properly signed and acknowledged in behalf of the Developer or by a majority of the then property owners voting in such election.

After the first such election shall have been held, thereafter the Committee shall be obligated to arrange for elections (in the manner and after notice as set forth above) for the removal and/or replacement of Committee members when so requested in writing by six (6) or more lot owners in the Development. Members of the Committee may, at any time, be relieved of their position and substitute members therefor designated by vote as set forth above.

Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy by appointment, pending an election as hereinabove provided for.

(C) Approval or disapproval as to architectural control matters as set forth in the preceding provisions shall be in writing. In the event that the Authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plat submitted to it in compliance with the preceding provisions within twenty (20) days following such submission, such plans and specifications and plat shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plat and all of the other terms and provisions hereof.

(D) The granting of the aforesaid approval shall constitute only an expression of opinion, whether by the Developer or the Committee, that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plat; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plat or in the event that such building and/or improvements are constructed in accordance with such plans and specifications and plat, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof. Exercise of any such prerogative by one (1) or more members of the Committee in their capacity as such shall not constitute action by the Developer after the election of such Committee Members, notwithstanding that any such Committee member may be a Director of the Developer.

Article XI

A water tap can now be obtained
from Porter Municipal Utility
District.

XI

No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property in White Oak Forest and all indoor toilets and baths shall be installed with and connected to a septic system and drain field, the design of which must first be approved by the Architectural Control Authority and all state, county or city health authorities having jurisdiction over such matters before construction commences. The drainage of septic systems or sewerage into roads, streets, and alleys, ditches, ravines, or upon the open ground shall be prohibited and such prohibitions shall be enforceable as any other violation of these restrictions by any resident in the development or by public body. The purchaser of a lot in said development shall, upon constructing any residence upon his lot, or any person making use of his lot, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch. The minimum size of the culvert shall be 18 inches in diameter with not less than a 1.7 square foot waterway opening. The design of water well systems must first be approved by the Architectural Control Authority and all state, county or city health authorities having jurisdiction over such matters before water well drilling commences. All lots or any re-subdivision thereof is hereby made subject to a water tap charge in the amount of \$125.00 made payable to H & J Water Co., Inc., to be paid by the owners at the time water is made available, regardless of whether said water is obtained by private well or by tapping onto the central water system of White Oak Forest. To secure payment of the water tap charge, a Vendor's Lien is hereby reserved by Developer for the benefit of H & J Water Co., Inc. or its assigns. Developer does hereby subordinate the lien securing said tap charge to the lien or liens of any bona fide lender who hereafter lends monies for the purchase of any lot in said subdivision, and/or for the construction and/or permanent financing of any improvements on any such lot.

(A) No septic tank will be placed within 50' of water well.

(B) No perforated septic line will be placed within 150' of water well.

XII

No road, street or other vehicular passageway shall be opened through any lot in this development except as may be deemed reasonably necessary by the Developer, its successors or assigns, for the good development of this subdivision.

XIII

All lots in said subdivision are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the Developer, its successors or assigns, to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities. All lots in said subdivision are sold subject to roads and buildings lines as shown on the unrecorded plat of White Oak Forest.

XIV

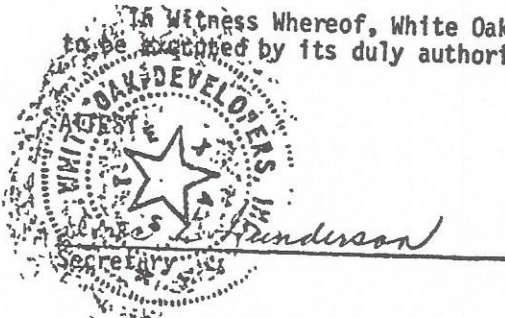
The Developer or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person or persons, from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

XV

The 12.6156 acre tract described in Exhibit "C" attached hereto, consisting of 60-foot roadways known as White Oak Forest Drive, Elmwood Drive, Hickory Drive, Pine Circle, Maple Circle and Cherry Laurel Circle, is hereby dedicated to Montgomery County, Texas.

In Witness Whereof, White Oak Developers, Inc. has caused these presents to be executed by its duly authorized officers on this 15th day of August, 1977.

WHITE OAK DEVELOPERS, INC.



THE STATE OF TEXAS
COUNTY OF HARRIS

By William E. Dark
President



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM E. DARK and DORIS E. GUNDERSON, known to me to be the person (s) and officer (s) whose name (s) is/are subscribed to the foregoing instrument and acknowledge to me that the same was the act of the said White Oak Developers, Inc., a corporation and that they 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 15 day of August, A.D., 1977

R. J. Delahoussaye
Notary Public in and for Harris County, Texas