

1/423
STATE OF TEXAS
COUNTY OF BOSQUE

01914

DECLARATION OF COVENANTS AND RESTRICTIONS
WHITE OAK COURT ADDITION, CITY OF CLIFTON, TEXAS

The undersigned **ETTA MAE BERTELSEN**, hereinafter called Owner, being the owner of the lots described in Exhibit "A", attached and incorporated by reference for all purposes (the "Property"), hereby place on each and every lot comprising the Property the following restrictions, covenants and conditions, which are made part of each and every deed to be executed and delivered conveying those said lots as if these restrictions, covenants and conditions were set out in full in those deeds:

1. RESIDENTIAL ZONED PROPERTY USE:

The Property shall be used, and all improvements thereon occupied, exclusively for single family residential purposes only.

2. STRUCTURAL RESTRICTIONS:

No structure shall be erected on the Property of materials other than brick, brick veneer, stone or stone veneer, stucco or stucco veneer constituting at least 75% of the total outside area.

No dwelling or residence or any other structure shall be designed, planned or constructed of less than one story, or more than two stories in height.

Each dwelling or residence shall provide a garage structure with space for a minimum of two cars.

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No dwelling shall have less than 2200 square feet of living area (measured from the exterior walls), exclusive of garages, porches and patios.

3. TEMPORARY STRUCTURES:

The Owner, or any other person actually engaged in the construction of improvements may maintain on the Property temporary construction offices, but any construction office shall promptly be removed upon completion of the improvements. Except for a temporary construction office, no temporary structure of any kind shall be erected or placed on the Property and in no instance shall more than one dwelling or residence and one necessary out building to accommodate the owner or occupant thereof be erected or placed thereon. Any garage, servant's house, or other improvements erected more than one hundred twenty days prior to the completion of the main dwelling or residence shall be considered a temporary structure within the meaning of this paragraph.

4. NUISANCES:

No boats, trailers, campers, or inoperable automobiles shall be left on the street or a side yard within view of the street; all vehicles must be parked in a garage. No truck with tonnage in excess of one ton and no vehicle with painted advertisements shall be permitted to park overnight on the street within the addition at any time. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the addition at any time. No noxious or offensive activity of any kind

shall be carried on upon the Property, nor shall there be permitted any act that may be or become an annoyance or nuisance to owners of lots within the addition.

5. PETS:

No animal or fowl of any kind shall be raised, kept or quartered on any portion of the Property excepting only pets of the kind and number usual to one family households. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, rabbits, peacocks, ducks, pigeons, and guinea fowl are expressly prohibited.

6. EASEMENTS:

All easements shown on the above described plat for the purpose of installation of and maintenance of public utilities and all easements hereafter granted for such proposes by the undersigned shall be strictly observed and shall not be in any manner obstructed so as to hinder those easements.

7. SIGNS:

No signs for advertising purposes shall be placed on public view, excepting only signs of customary dimensions (3 ft. X 4 ft. maximum) advertising the Property for sale.

8. GARBAGE - WEEDS:

The Property shall not be used as a dumping ground for rubbish, trash, garbage or waste. The Property must be kept free of weeds and debris. If at any time an owner of any of the Property fails to control weeds, unsightly growth or debris, the Owner or her assigns, or any other lot owner within the addition

shall have the right peacefully to go on the Property, mow and clean and bill owner of record for charges which the owner of record shall pay upon demand.

9. MOBILE HOMES:

No mobile homes, trailers, or camping units (Winnebagos, motor homes, etc.), tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. DRIVEWAYS:

All driveways in The Addition must be adequately surfaced with concrete, asphalt, or other suitable material.

11. WHITE OAK COURT COMMON AREA:

White Oak Court shall be equally co-owned by the owners of Lots 1 through 10, White Oak Court Addition, and shall be subject to the following special restrictions, in addition to those applicable to White Oak Court Addition:

A. No structure of any nature shall be built on the property without the written consent of all co-owners.

B. No vehicular traffic of any nature shall be permitted, including motorized vehicles, bicycles, and roller skates, but excluding only wheelchairs.

C. No parking shall be permitted in the street adjacent to White Oak Court.

D. Interests in White Oak Court may not be conveyed separately from the lots to which those interests are appurtenant.

12. DURATION:

The restrictions hereinabove set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned all persons claiming under the undersigned, and the respective successors, heirs, personal representatives and assigns, until January 1, 2014, and said restrictions shall be automatically extended hereinafter for successive ten years unless a three-fourths majority of the then owners of all lots within the hereinabove described subdivision which are encumbered by these or similar restrictions shall in writing change or modify the same in whole or in part by action taken during the last year of the primary term thereof or of any succeeding ten year renewal period. The foregoing restrictions shall be applicable only to the undersigned or by the other owners, from time to time, of the Property.

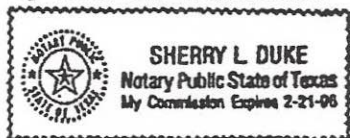
EXECUTED the 12th day of May, 1994.

ETTA MAE BERTELSEN
ETTA MAE BERTELSEN

(Acknowledgment)

State of Texas §
County of Bosque §

This instrument was acknowledged before me on May 12, 1994 by ETTA MAE BERTELSEN.



Sherry L. Duke
Notary Public, State of Texas