

WESTERN OAKS PLACE SUBDIVISION,  
WASHINGTON COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

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KNOW ALL MEN BY THESE PRESENTS:

That the WASHINGTON COUNTY STATE BANK, a banking corporation organized under the laws of the State of Texas, having its principal office and place of business in Brenham, Washington County, Texas, is the owner of that certain 125.400 acres of land situated in the E. Allcorn Survey, A-2, Washington County, Texas, and being the same property described in the Deed to the WASHINGTON COUNTY STATE BANK as recorded in Volume 597, beginning at Page 536 of the Official Records of Washington County, Texas, which said 125.400 acres of land is being subdivided into thirteen (13) lots or parcels of land, and which subdivision is herein called WESTERN OAKS PLACE; and

WHEREAS, the WASHINGTON COUNTY STATE BANK, as developer of the WESTERN OAKS PLACE SUBDIVISION, desires to create and carry out a uniform plan for the use, improvement and development of all of the lots and parcels in the WESTERN OAKS PLACE SUBDIVISION for the benefit of the present and future owners of said tracts and parcels within said subdivision, and for the protection of the property values in the subdivision. For this purpose the undersigned developer hereby adopts, establishes and imposes the following restrictions, conditions and protective covenants to apply uniformly to all of the lots and parcels in the subdivision and each deed which may be hereafter executed with regard to any of the tracts, lots or parcels in the subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, whether said restrictions and protective covenants be set out or referenced in said deed or not.

All oil, gas and other minerals lying in, on and under the 125.400 acres tract, including but not limiting to the 3.776 acres lying within the streets and roadways (West Oak Drive and Oak Bend Circle) as reflected on the plat of WESTERN OAKS PLACE SUBDIVISION, but not limited thereto, are hereby reserved and retained by and unto the WASHINGTON COUNTY STATE BANK, its successors and assigns, and are hereby expressly excluded and excepted from any future conveyance of the tracts, lots or parcels of WESTERN OAKS PLACE unless otherwise specifically provided in the deeds of conveyance hereafter executed and delivered by the WASHINGTON COUNTY STATE BANK, its successors or assigns. With reference to the oil, gas and other mineral interests being reserved and retained by the WASHINGTON COUNTY STATE BANK, the WASHINGTON COUNTY STATE BANK covenants and agrees with those persons or parties purchasing or acquiring the tracts, lots or parcels of land within WESTERN OAKS PLACE, or a part thereof where further subdivision is permitted under the terms and provisions of these restrictions and protective covenants, that any oil, gas or mineral lease as may be hereafter executed by the WASHINGTON COUNTY STATE BANK, its successors or assigns, as lessor, shall contain provisions as prohibit the conduct of any activities for drilling, exploration and development of the oil, gas and other minerals on the surface of any tract, lot or parcel of land located within WESTERN OAKS PLACE without the express written consent of the surface owner of such tract, lot or parcel of land upon which surface operations are desired to be had being first obtained and notwithstanding such consent being obtained, no well shall be drilled within 1000 feet of any building located upon any lot, tract or parcel of land within the subdivision; but nothing herein contained shall prevent the WASHINGTON COUNTY STATE BANK, its successors or assigns, from executing oil, gas and mineral leases as permit the pooling of the lands included within WESTERN OAKS PLACE with lands owned by

others, exploration, drilling or production by means of a well, located on lands other than those included within WESTERN OAKS PLACE nor shall said bank, its successors or assigns, be prohibited from authorizing or permitting the recovery of oil, gas and other minerals from beneath the surface of the lands located within WESTERN OAKS PLACE by means of directional or horizontal drilling or other technique which do not disturb, injure or impair the surface of said lands without any prior consent being required.

The said WESTERN OAKS PLACE SUBDIVISION, as originally platted, is comprised of thirteen (13) tracts, lots or parcels of land, hereinafter called "tracts" and the following covenants, restrictions and conditions shall apply to each and all of said tracts and each portion of any subdivided tract, and shall be covenants to run with the land as hereinafter provided:

1. All tracts shall be used for single family residential dwellings and/or farming purposes only.
2. Not outdoor toilets or privies shall be erected on any tract, but only approved-type septic tanks and water wells shall be used. All septic tanks shall be constructed and maintained in accordance with the standards specified by the State Department of Health and any other governmental agency whose rules and regulations govern installation and use of sewage disposal systems.
3. No tract or any part thereof shall be used as a junk yard, wrecking yard, derelict car, truck or vehicle lot, or trailer park. No abandoned or junk cars, tractors or other vehicles are permitted on any tract or any part thereof.
4. No structure of a temporary character is permitted upon any tract or part thereof, including but not limited to mobile homes, trailer houses, railroad cars of any type, cars, boxcars, cabooses, buses and the like.
5. No mobile homes, trailer homes, modular homes, manufactured homes or the like shall be permitted on any tracts at any time.
6. No single family residential dwellings shall be constructed upon any tract which shall contain less than 1400 square feet of covered living area, exclusive of open porches, patios, garages and other out buildings.
7. No more than one head of livestock per acre or cow-calf unit per acre shall be kept and/or placed on any tract. No swine or poultry brood operations shall be kept or permitted on any tract, except those being used for 4-H or FFA projects.
8. No tract may be re-subdivided into parcels of less than 2 acres. In the event a tract is re-subdivided in compliance with this provision, each re-subdivided parcel shall be subject to the covenants, restrictions and conditions herein set forth.
9. No house, building or other structure as may have been previously constructed or located upon any lands not included within WESTERN OAKS PLACE SUBDIVISION shall be permitted to be moved onto any tract within WESTERN OAKS PLACE SUBDIVISION and thereafter restored or remodeled, but all improvements as are permitted to be located upon any of the tracts within WESTERN OAKS PLACE SUBDIVISION shall be of new construction.
10. No residence shall be constructed upon any tract within WESTERN OAKS PLACE SUBDIVISION in violation of the building setback lines as shown upon the plat of said subdivision. Where no building setback line is shown, no residence shall

be constructed nearer to a front lot line or side lot line than 30 feet. Barns, sheds and storage buildings may be constructed on any tract, however no barn, shed or storage building shall be placed nearer than 100 feet from the front property line (i.e. the West Oak Drive and Oak Bend circle boundaries) or 50 feet from any side boundary line.

- 11. Each tract owner shall maintain an attractive fence on all road frontages if said owner elects to fence said tract.
- 12. The foregoing covenants, restrictions and conditions are to run with each and all tracts and shall be binding upon each and all owners of each and every tract, their heirs, successors and assigns, until January 1, 2015, after which time said covenants shall be of no further force and effect but null and void.

Enforcement of the foregoing covenants, restrictions and conditions shall be by proceedings at law or in equity against any person or entity violating any of the covenants, restrictions or conditions, either to restrain said violation and/or to recover damages. Said proceedings may be brought by the owner of any tract or the owner of any re-subdivided tract or by the Developer. Nothing contained herein shall be so construed as to require the Developer, WASHINGTON COUNTY STATE BANK, to enforce the foregoing covenants, conditions and restrictions in behalf of other tract owners. In any such proceeding at law or in equity brought against any person or entity violating any of the covenants, restrictions or conditions, the prevailing party in such proceeding shall be entitled to recover, in addition to any other relief granted to such party, reasonable attorney's fees incurred by such party in connection with such proceeding.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 1989.

WASHINGTON COUNTY STATE BANK

BY: RALEIGH HARVEY, Executive Vice President

ATTEST:

MARLYN ANTKOWIAK, Cashier

Developer

THE STATE OF TEXAS  
COUNTY OF WASHINGTON

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This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 1989 by RALEIGH HARVEY, Executive Vice President of WASHINGTON COUNTY STATE BANK, a Texas corporation, on behalf of said corporation.

Notary Public in and for  
the State of T E X A S

(Seal)