

PROTECTIVE AND RESTRICTIVE COVENANTS

OF

WOODLAND LAKE ESTATES SUBDIVISION, CITY OF ATLANTA, TEXAS

STATE OF TEXAS, 0
COUNTY OF CASS. 0

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, Woodland Lake Estates, Inc., is the owner of 9.00 acres of land and 7.527 acres of land in the Alfred B. Pride Survey, Abstract No. 832, in Cass County, Texas, and also 42.473 acres of land in the A. S. Summerlin Survey, Abstract No. 1017, in Cass County, Texas, less and except tracts conveyed to Jeri Lynn Mason, Edward Ray Stanley et ux, John Pierce Ellis et ux, Dennis Joe Stanley, and Glen B. Harvey et ux as shown by deeds recorded in the Deed Records of Cass County, Texas, which lands are shown on the map or plat of the Woodland Lake Estates Subdivision appearing in Volume 4, Pages 43 and 44, of the Plat Records of Cass County, Texas; and WHEREAS, said owner desires to provide an exclusive residential area with pleasant living conditions in said Subdivision and on said land, all of which land is more particularly described by metes and bounds in the deed from W. M. Kennedy et ux to Woodland Lake Estates, Inc., dated October 28, 1975, recorded in Volume 578, Page 811, of the Deed Records of Cass County, Texas; and WHEREAS, said owner has covenanted and agreed that the protective and restrictive covenants made herein shall run hereafter with each and every part of the land as described herein and shall be binding upon any purchaser of any part of said land and their heirs and assigns and upon persons who may hereafter use or occupy said land or any part thereof for any purpose:

NOW, THEREFORE, it is hereby covenanted and agreed that the above described lands shall be hereafter subject to the following restrictions, covenants and conditions as to all tracts or lots of said land which may be hereafter sold following the date of this instrument.

1.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any lot other than one detached single-family dwelling not exceeding two and a half stories in height and with not more than a three-car private garage. Only one single-family residence may be erected, altered, placed or permitted to remain on any lot in said Subdivision, as such lots are now set out on the plat of said Subdivision which may hereafter be platted on said Subdivision, unless two adjoining lots are owned by the same owner and such owner wishes to utilize both lots for one dwelling, and in such event the dwelling may be built on the interior lot line between the two lots, but where a dwelling is built on an interior lot line the two adjoining lots will then be considered as a single lot and only one dwelling may be built thereon.

2.

The floor area of the main structure of any residence, exclusive of all exterior storage, whether attached or detached, inclusive of open porches, garages and patios, shall not be less than a total of 1600 square feet, and at least 1000 square feet must be on one level of such structure. At least 80% of the exterior walls of the main structure shall be of brick, brick veneer, stone, stone veneer, redwood or cedar construction.

3.

No building shall be located on any lot nearer than thirty (30) feet to the curbline of the street running in front of said residence or nearer than fifteen (15) feet to an interior lot line, unless two adjoining lots are utilized as one lot as provided in paragraph 1 above. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For purposes of this covenant eaves, steps, patios and open porches shall not be considered as part of a building, but this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. No fence shall be constructed

or allowed to remain on any lot nearer than thirty (30) feet from the curbline of the street on which said lot shall front, and no fence shall ever be permitted to remain along the line of a street.

4.

Trucks with tonage in excess of one ton shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size which normally transports inflammable or explosive cargo may be kept in said Subdivision at any time. No automobiles shall be stored on any lot so as to be visible from outside the lot unless they display valid current registration tags and inspection stickers. At no time shall junk automobiles or automobiles or vehicles which are not regularly used be left or permitted to remain on any lot.

5.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

6.

No structure of a temporary character or house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a temporary or permanent residence. Any outbuilding erected or placed on any lot shall be neat in appearance and shall be painted and shall complement the main residence in appearance. This restriction does not prevent construction of a fallout or storm shelter on any lot if constructed in accordance with recommendation of public or governmental authority. This restriction does not prevent the parking of camper-trailers or other vacation vehicles on said lot, provided that the same are parked at the rear of the residence and not on the street or driveway.

7.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, or signs

used by a builder to advertise his property during the construction and sale period. This restriction shall not apply to a sign identifying or advertising the Subdivision placed at or near the entrance to the Subdivision.

8.

No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such matter shall be kept in a clean and sanitary condition.

9.

Construction of new buildings only shall be permitted, and it is prohibited to move any existing building onto any lot or to remodel or convert the same into a dwelling unit. Lots are to be used solely for residential purposes, and accessory uses of any lot or residence for such as wholesale or retail businesses, home occupation businesses or business offices are absolutely prohibited.

10.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

11.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and as the same now exist on said lots, and each lot shall be charged with any utility easement reasonably necessary for the purpose of placing and maintaining thereon and thereunder any and all apparatus, pipe, poles, wires, cables, conduits and other instrumentalities necessary or needful in and about the transmitting, conducting and distributing of electrical current, telephone and other public utility services, and the agents and employees of any firm giving public utility services shall have the right of ingress and egress over and across said easements so reserved as necessary for the placing and maintaining of such easements.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which then said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. It is specifically provided, however, that the Board of Directors of Woodland Lake Estates, Inc., or its successors, can amend or alter these restrictions as to any lot not previously conveyed by said corporation; and as to any lot previously conveyed by it, such amendment or alteration shall be made only with the written consent of the parties who own and occupy such lot.

13.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in force and effect.

WITNESS OUR HANDS on this January 3, 1977.

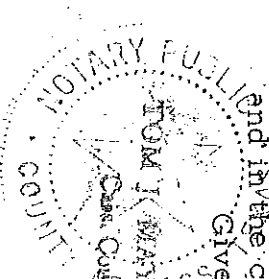


Attest:
[Signature]
 Secretary

WOODLAND LAKE ESTATES, INC.
 By: *A. Randy Hanner*
 President

The State of Texas,
 County of Cass.

Before me, the undersigned authority, on this day personally appeared H. Randy Hanner, known to me to be the person and officer whose name is subscribed the foregoing instrument, and acknowledged to me that the same was the act of the said Woodland Lake 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 3rd day of January, 1977.



[Signature]
 Notary Public, Cass County, Texas.