

RESTRICTIONS FOR HICKORY SHORES

J. C. McCauley, Individually and as Attorney in Fact for Kelley Leon McCauley, the legal and equitable owners of HICKORY SHORES, a subdivision located in Wood County, Texas, as shown by the Plat thereof duly recorded in the Plat Records of Wood County, Texas, do hereby acknowledge, declare and adopt the following restrictions, as to the said HICKORY SHORES and all leasehold property acquired by owners of lots in said subdivision, from Sabine River Authority of the State of Texas on contiguous property:

- (1) No building shall be erected or maintained on any lot in said Subdivision other than a private residence and a private garage for the sole use of the owner or occupant.
- (2) No old or used structure, of any kind, and no part of an old or used structure shall be moved onto, placed on, or permitted to remain on any lot; provided however, that a camper, travel home or trailer may be parked overnight only on an unimproved lot six (6) times a year. All construction is to be of new material and approved by the developer. All construction must be completed within six (6) months after construction begins.
- (3) Each residence shall have a minimum floor space of 900 square feet. Mobile Homes must have a minimum square footage of 900 square feet, no more than four (4) years of age and approved by the developers. All Modulares, Double Wide Prefabricated Homes must have a minimum of 900 square feet heated and cooled area and approved by the developers.
- (4) All Mobile Homes, Modular Prefabricated Homes, must be skirted, underpinned by the factory type material and approved by the developers.
- (5) No residential structure shall be located nearer to the front line than 15 feet, or nearer to the side line than 12 feet, unless otherwise approved by the developer.
- (6) No animals or birds, other than household pets, shall be kept on any lot.
- (7) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (8) Easements are reserved along and within 15 feet of the front line, and 12 feet of the side lines of all lots in this Subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of said utilities. Said easements to also extend along any owners side and rear property lines in case of fractional lots.
- (9) No outside toilet or privy shall be erected or maintained in the Subdivision. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Wood County and the State of Texas.

(10) No lot shall be used for the purpose of a dumping ground for trash, junked cars, or anything that is not in keeping with a well planned subdivision.

(11) If the owner of any lot in said Subdivision or any other person shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him, her, or them from doing so or to recover damages or other dues for such violation at the violators expense.

(12) That these restrictions shall apply not only to all lots in said Subdivision, but as to any contiguous property which is owned by Sabine River Authority of the State of Texas on which any lot owner in said Subdivision acquires a lease or permit from said River Authority.

(13) It is expressly stipulated and understood that all the oil, gas and other minerals in, on and under the hereinabove lands are excepted herefrom and hereby reserved.

(14) All lots must be mowed and neatly maintained at lot owners expense. If lot is not maintained, developer may mow lot for them and charge lot owner a reasonable fee for such work.

(15) Invalidity of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions and provisions herein contained, and shall remain in full force and effect.

(16) A Maintenance Control Committee is hereby created and endowed with the powers conferred upon it by the various provisions of this instrument. The members of said Committee are Douglas Haygood and Glenda Haygood, and such third person as is designated by them to be the third member. In the event of the death, disability or failure to act on the part of the said Douglas Haygood and/or Glenda Haygood, any three lot owners may call a meeting of the lot owners, and give written notice to each lot owner of the time and place of said meeting at least fifteen (15) days in advance. At said meeting a majority of the lot owners present may designate the members of this Committee, who shall function as the Maintenance Control Committee and have the same powers conferred by this instrument. The Committee may act on any matters presented to it by the approval of any two such members, and the Committee may designate a representative to act for it and in its behalf. In the event of the death or resignation of any member of the Committee, the remaining members are to have the authority to designate his successor. The members shall serve without compensation. The Maintenance Control Committee may, at its option, transfer its authority and powers conferred upon it by this instrument to a non-profit corporation formed and controlled by the lot owners of this Subdivision. The Maintenance Control Committee may also accept the responsibilities for the approval of all new construction, as is reserved by the developer in Items No. (2), (3), (4), (5), and (14) of these restrictions, in the event developer should designate in writing his intention to assign said authority and power to said Committee.

(17) Beginning January 1, 1986 each lot in said Subdivision shall be subjected to an annual maintenance charge of \$75.00 per lot, to be paid by the recorded owner of each lot on January 1. The maintenance charge shall be secured by a lien upon said lots and is to be paid annually to the Maintenance Control Committee

or its successors or assigns payable to Wood County National Bank as trustee and depository of such funds. Such funds shall be used for the maintenance of the streets of said Subdivision and for such other purposes as may be deemed necessary or desirable by the Maintenance Control Committee or its successors or assigns to maintain or approve the Subdivision in the manner which it considers to be of the greatest general benefit of the owners of this Subdivision. Said maintenance charge shall continue until such time as seventy-five percent (75%) of the lot owners remove this annual charge, by the execution of an instrument in writing indicating their intention that said annual maintenance charge is to be removed.

(10) These restrictions may be amended by the formal consent and approval of forty (40) of the lot owners, on the basis of one vote allowed for each lot and any changes of these restrictions will be binding on all lots and lot owners and shall apply to any buildings or structures constructed of which has not commenced at the time of such amendment and amendments.

EXECUTED this 27th day of October, 1984.

J. C. McCauley
J. C. McCauley
Kelley Leon McCauley
Kelley Leon McCauley,
By: J. C. McCauley, Attorney
in Fact

THE STATE OF TEXAS X
COUNTY OF RAINS X

This instrument was acknowledged before me this the 27th day of October, 1984, by J. C. McCauley.

Mitzi A. Horne
Notary Public in and for
the State of Texas

MITZI A. HORNE

My commission expires:
10-9-88

THE STATE OF TEXAS X
COUNTY OF RAINS X

This instrument was acknowledged before me this the 27th day of October, 1984, by J. C. McCauley, as Attorney in Fact for
Kelley Leon McCauley.

Mitzi A. Horne
Notary Public in and for
the State of Texas

MITZI A. HORNE

My commission expires:
10-9-88

FILED FOR RECORD THE 31st DAY OF OCTOBER A.D. 1984 AT 10:03 O'CLOCK A. M.
RECORDED THE 14th DAY OF NOVEMBER A.D. 1984 AT 8:58 O'CLOCK A. M.
BY Melba Kelly MARTHA R. BRIDGES, COUNTY CLERK WOOD COUNTY, TEXAS
Deputy

REVISED RESTRICTIONS
FOR
HICKORY SHORES

The purpose or purposes for the revision of the restrictions for HICKORY SHORES is, among other things, to remove Douglas Maygood and Glenda Maygood from the Maintenance Control Committee, and to show new members of the Maintenance Control Committee, to lower the percentage of lot owners from 75% to 50% of the lot owners necessary to create a Home-owners Association, and to lower the annual maintenance charge from \$75.00 to \$50.00.

J. C. MC Cauley, individually and as Attorney in Fact for Kelley Leon McCauley, the legal and equitable owner of HICKORY SHORES, a subdivision located in Wood County, Texas, as shown by the Plat thereof duly recorded in the Plat Records of Wood County, Texas, do hereby acknowledge, declare and adopt the following restrictions, as to the said HICKORY SHORES and all leasehold property acquired by owners of Lots in said subdivision, from Sabine River Authority of the State of Texas on contiguous property:

- (1) No old or used structure, mobile home, or bus body of any kind, and no part of an old or used structure, mobile home, or bus body shall be moved onto, placed on or permitted to remain on any lot, provided however, that a camper, travel home or travel trailer may be parked only on unimproved lot for a period of one month. Any extension of that time must have approval of the Maintenance Control Committee. All construction is to be of new material and approved by the developer. All construction must be completed on the outside within six (6) months after construction begins.
- (2) Each residence shall have a minimum floor space of 1,000 square feet. The minimum square footage listed above is exclusive of porches, stoops, carports, patios, or garages.
- (3) No residential structure shall be located nearer to the front line than 15 feet, or nearer to the side line than 12 feet, unless otherwise approved by the developer.
- (4) No animals or birds, other than household pets, shall be kept on any lot.
- (5) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (6) Easements are reserved along and within 15 feet of the front line, and 12 feet of the side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress from and across said premises to employees of said utilities. Said easements to also extend along any owners side and rear property lines in case of fractional lots.
- (7) No outside toilet or privy shall be erected or maintained in the subdivision. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Wood County and the State of Texas.
- (8) No lot shall be used for the purpose of a dumping ground for trash, junked cars, or anything that is not in keeping with a well planned subdivision.

(9) If the owner of any lot in said Subdivision or any other person shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him, her, or them from doing so or to recover damages or other dues for such violation at the violators expense.

(10) That these restrictions shall apply not only to all lots in said Subdivision, but as to any contiguous property which is owned by Sabine River Authority of the State of Texas on which any lot owner in said Subdivision acquires a lease or permit from said River Authority.

(11) It is expressly stipulated and understood that all the oil, gas and other minerals in, on and under the hereinabove lands are excepted herefrom and hereby reserved.

(12) All lots must be mowed and neatly maintained at lot owners expense. If lot is not maintained, the Maintenance Control Committee may mow lot for them and charge lot owner a reasonable fee for such work.

(13) Invalidity of any one or more of these covenants and restrictions by judgment of any court shall in no way affect any of these covenants, restrictions, and provisions herein contained, and shall remain in full force and effect.

(14) A Maintenance Control Committee is hereby created and endowed with the powers conferred upon it by the various provisions of this instrument. The members of said Committee are J. C. McCauley, Victor Sellers, and James Holten. In the event of the death, disability or failure to act on the part of the said members, any three lot owners may call a meeting of the lot owners, and give written notice to each lot owner of the time and place of said meeting at least fifteen (15) days in advance. At said meeting a majority of the lot owners, present may designate the member of this Committee, who shall function as the Maintenance Control Committee and have the same powers conferred by this instrument. The Committee may act on any matters presented to it by the approval of any two such members, and the Committee may designate a representative to act for it and in its behalf. In the event of the death or resignation of any member of the Committee, the remaining members are to have the authority to designate his successor. The members shall serve without compensation. The Maintenance Control Committee may, at its option, transfer its authority and powers conferred upon it by this instrument to a non-profit corporation formed and controlled by the lot owners of this Subdivision. The Maintenance Control Committee may also accept the responsibilities for the approval of all new construction, as is reserved by the developer in Items No. (1), (2), (3) and (12) of these restrictions, in the event developer should designate in writing his intention to assign said authority and power to said Committee.

(15) Beginning January 1, 1937, each purchaser of a lot in said Subdivision may be subjected to an annual maintenance charge of \$50.00 per lot. Said charge is for the purpose of maintaining the subdivision roads and to keep the subdivision free of trash and debris or for such other purposes as may be deemed necessary or desirable by the Maintenance Control Committee or its successors or assigns to maintain the Subdivision in the manner which it considers to be of the greatest general benefit of the owners of this Subdivision. Said funds so collected shall be maintained in the First National Bank of Exory. Said maintenance charge shall continue until such time as 51% of the lot owners remove this annual charge by the formation of a Home-owner's Association. Any funds or monies held by the Maintenance Control Committee for the purposes stated herein shall be transfer to the Home-owner's Association upon the election of officers.

EXECUTED THIS 14 day of March 1936

J.C. McCauley
J.C. McCauley

Kelly Leon McCauley
Kelly Leon McCauley,
By J.C. McCauley, Attorney in Fact
J.C. McCauley

STATE OF TEXAS

COUNTY OF WOOD

THIS INSTRUMENT was acknowledge before me this the 14 day of March 1936, by J.C. McCauley.



Victor C. Sellers
Notary Public in and for the
State of Texas
Name Printed Victor C. Sellers
Commission Expires 4/1/37

COUNTY OF WOOD

THIS INSTRUMENT was acknowledge before me this the 14 day of March 1936, by J.C. McCauley, as Attorney in Fact for Kelly Leon McCauley.



Victor C. Sellers
Notary Public in and for the
State of Texas
Name Printed Victor C. Sellers
Commission Expires 4/1/37

Owner(s) of lot _____

FILED FOR RECORD THE 29TH DAY OF MAY A.D. 1936 AT 2:56 O'CLOCK P. M.
RECORDED THE 9th DAY OF JUNE A.D. 1936 AT 11:15 O'CLOCK A. M.
BY Martha R. Bridges MARTHA R. BRIDGES, COUNTY CLERK WOOD COUNTY, TEXAS
DEPUTY