

The applicable deed restrictions are strictly enforced. The attached copy of same should be used as a guide as to what each lot owner is obligated to abide by. Any questions regarding the legal deed should be referred to the Director of Deed Restrictions.

Deed Restrictions

NOTE: While the instrument reproduced below is shown to list the restrictions applicable to Section 2 only, there is no meaningful difference in restrictions applicable to Sections 1, 3 and 4. The below is simply used as a means of publishing the restrictions

RESTRICTIONS

THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS

Whereas FIRST GENERAL REALTY CORPORATION, hereinafter called "First", for OAK CREEK VENTURE being owner, and FIRST NATIONAL BANK IN DALLAS, being lien holder of that certain 54,236 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as OAK CREEK VILLAGE, Section 2, according to and promulgate the following reservations, restrictions, covenants, and easements to apply uniformly to the use, occupancy and conveyance of all lots in said OAK CREEK VILLAGE, Section 2 (described below) for the benefit of the present and future owners of said lots and the Oak Creek Village Community Association, Inc.:

Block 19: Lots 06 thru 12
Block 20: Lots 10 thru 25
Block 20: Lots 28 thru 82
Block 21: Lots 02 thru 23
Block 22: Lots 01 thru 30
Block 23: Lots 01 thru 14
Block 24: Lots 01 thru 12
Block 27: Lots 01 thru 05
Block 28: Lots 01 thru 09

1. SINGLE FAMILY RESIDENTIAL CONSTRUCTION

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than (3) cars and a bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

2. ARCHITECTURAL CONTROL

No building s or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of Richard H Basden, J.F. McComb, Jr., and C.W. Coneley or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design and existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. First hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures,

construction contracts and all other documents or approvals required to be submitted to the Oak Creek Village Community Association, Inc., when one hundred (100) percent of all the lots in Oak Creek Village Section 2 and all subsequent sections of Oak Creek Village, are occupied by residents.

3. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

The living area on the ground floor of the main structure exclusive of one-story open porches and garages shall not be less than eighteen hundred (1800) square feet for one-story dwellings not less than eleven hundred (1100) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall not be less than two thousand (2000) square feet. The exterior materials of the main residential structure including garages if attached, shall be not less than fifty-one (51) percent masonry. Detached garages may be of wood.

4. LOCATION OF THE IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, no building shall be located nearer than five (5) feet to an interior lot line except that a garage or other permitted accessory building located sixty (60) feet or more from the front line may be minimum distance of three (3) feet from an interior lot line. No garage located closer than 60 feet to the front property line shall face and open at less than a ninety degree angle (90*) to the front property line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

5. COMPOSITE BUILDING SITE

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

6. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither First or any utility company using the easements shall be liable for any damage done by either of them or their assign, their agents, employees or servants to shrubbery, trees, flowers, or improvements of the owner located on the land covered by said easements.

7. PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. First, or its assigns, may maintain, as long as it owns property in Oak Creek Village, Section 2 in or upon such portions of the property as First determines, such facilities as in its sole discretion may be necessary or convenient, including but without limitations to offices, storage areas, model units and signs.

8. USE OF TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and slightly.

9. STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored in the public street right-of-way or on driveways. Permanent and

semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

10. MINERAL OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, no shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

11. ANIMAL HUSBANDRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that of dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type of animal is kept.

12. WALLS, FENCES AND HEDGES

No walls, fence or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than (6) feet high. No chain link or wire fence type construction shall be permitted on any lot. Any wall, fence or hedge erected a protective screening on a lot by First shall pass ownership with title to the property and it shall be the owner's responsibility to maintain said protective screening thereafter.

13. VISUAL OBSTRUCTION AT THE INTERSECTION OF PUBLIC STREETS

No object or thing which obstructs site lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

14. LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary and healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days written notice thereof First or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions to as to said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of the property to pay such statement immediately upon receipt thereof.

15. SIGNS, ADVERTISEMENTS, BILLBOARDS

No sign, advertisement, or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding 5 square feet may be erected or maintained on any lot in said subdivision. First or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

16. ROOFING MATERIAL

The roof of any building shall be constructed or covered with wood shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17. MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front of the structure and no radio or television aerial wires or antennae shall be placed or maintained on any building nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot. No radio or television antenna shall be erected on a wooden pole.

18. MAINTENANCE ASSESSMENT

There is to be imposed on each lot in Oak Creek Village, Section 2 and other sections subsequently to be platted and made of record in Oak Creek Village, an annual maintenance charge to be paid to Oak Creek Village Community Association, Inc. to be applied, so far as sufficient, toward the payment of expenses incurred in lighting, improving, and maintaining streets, park area, vacant lots, a swimming and recreational club, and any other thing necessary or desirable in the opinion of OAK CREEK VILLAGE Community Association, Inc. to be of general benefit to the owners or occupants of the above described property. Appropriate recitations in the deed conveying each lot will evidence the retention of the vendor's lien by First for the purpose of securing payment of said charge, assigned to OAK CREEK VILLAGE Community Association, Inc. without recourse or First in any manner for payment of said charge and indebtedness.

19. ENFORCEMENT

The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of these deed restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

20. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect.

21. AMENDMENT TO THE ABOVE DEED RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the lot owners and thereafter by an instrument signed by not less than seventy-five (75) percent of lot owners. Any amendment must be recorded.

IN WITNESS HEREOF, we have hereunto set our hands, this 3rd day of February 1975.

NOTE: Please comply with these restrictions thereby avoiding possible embarrassment to yourself and unpleasantness to your neighbor in seeking the rectification of any violations.