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THE STATE OF TEXAS |
 |
COUNTY OF HARRIS |

WHEREAS, HOLLOWAY HEIGHTS CORPORATION, a Texas corporation, is the owner and subdivider of that certain tract or parcel of land known as HOLLOWAY HEIGHTS, a subdivision of 36.53 acres, more or less, of land in the John Holloway Survey, in Harris County, Texas, according to the map or plat thereof filed for record in the office of the County Clerk of Harris County, Texas, under Document No. 1,241,475.

AND, WHEREAS, the said owner of the above described property desires to make certain reservations and impress certain covenants and restrictions on the above described property for the purpose of insuring the development and maintenance of an attractive and desirable suburban subdivision.

NOW, THEREFORE, Holloway Heights Corporation does hereby make the following reservations, restrictions, and covenants applicable to the above described property, which reservations, restrictions and covenants shall be deemed covenants running with the land and be binding on all purchasers and all persons claiming under them until January 1, 1982, at which time such reservations, restrictions, and covenants shall be automatically extended for two additional periods of ten (10) years each until January 1, 2001, unless prior to the expiration of either of such ten year periods the then owners of a majority of the lots in Holloway Heights shall execute and record an instrument agreeing to change these restrictions and covenants in whole or in part, the provisions of said instrument to become operative at the end of the period in which it is executed and recorded.

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(1) Seller and Buyer and all owners of tracts in this subdivision mutually covenant among themselves that they will maintain this subdivision as a residence for persons of the Caucasian race, and will not sell or convey any tract herein to any person except of the Caucasian race, nor permit title to vest in any person except of the Caucasian race, nor permit occupancy by any person except of the Caucasian race; but it is agreed that any person of the Caucasian race owning or occupying any lot in this subdivision may have persons of other races than the Caucasian race occupy servants' quarters, provided they are bona fide servants of such Caucasian owner or occupant.

(2) All lots in said subdivision shall be used for residence purposes only, and 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 community. No lot or any part thereof shall be used and/or occupied for any vicious or immoral purpose nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of municipal ordinances, police, health, sanitary, building or fire rule, regulation or instruction relating to or affecting the use or occupancy or possession of the said premises, now or hereafter in force and applicable thereto.

(3) All residences erected in Holloway Heights shall have a ground floor area of not less than 550 square feet, exclusive of open porches and garages. The exterior of all residences shall be constructed of either stone, brick, asbestos siding, concrete or clay tile, or standard wood siding, and with a gable, hip, Spanish or contemporary deck-type roof, and all roofs shall be built of tile, slate, shingles, either wood or composition, or asphalt and gravel. The exterior of all frame residences shall be covered immediately upon completion with two coats of good paint.

(4) Each corner lot shall be deemed to front on the street on which it has the smallest frontage, and residences shall be placed on the lots to face in the same direction as said lot.

(5) No portion of any building except overhanging eaves or cornices shall be located on a lot restricted to residence purposes or nearer to the front lot line or nearer to the side street line than the building set-back line shown on the recorded plat of Holloway Heights. In any event no building shall be located on any residence lot nearer than 25 feet to the front line, nor nearer than 10 feet to any side street line, nor nearer than 5 feet to any lot line in the subdivision. The front porch may, however, provided it is an open porch, extend not to exceed 4 feet in front of the building set-back line. Said lot line restriction shall not apply to any detached garage or servants' house located on the rear one-fourth of a lot, except that on corner lots no structure shall be erected nearer than 10 feet to the side street line, nor nearer than 5 feet to an interior lot line, and detached garage or servants' house shall be erected on the rear one-fourth of the lot, but where the garage or servants' quarters are attached to the house, same shall be restricted to the same front and side set-back lines as the main residence. No garages shall be constructed with an exterior of any material other than stone, brick, lumber, asbestos siding, concrete or clay tile, and garages shall be in keeping with the general design and material used in the construction of the main dwelling.

(6) No residential structure shall be erected or placed on any building site containing an area of less than 7,000 square feet or a width of less than 60 feet at the building set-back line.

(7) No tent, trailer, basement, shack, garage, barn or other out-building erected in the subdivision 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.

(8) No bill boards or commercial signs shall be erected or maintained on any residence lot.

(9) No lot shall be used for the purpose of raising hogs, goats, or other animals, nor as a place for keeping horses, mules, cattle, or animals of any kind; providing that the occupant of each residence may keep chickens for his own use and pleasure.

(10) No cesspool shall ever be dug, used or maintained on any lot, and whenever a residence is established on any lot it shall provide an inside toilet and shall be connected with a septic tank until such time as sanitary sewers may be available for use in connection with said lot. Drainage of septic tanks into roads, streets, alleys, or open ditches is strictly prohibited and the prohibition is enforceable by any person or public body.

(11) Drainage structures used under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1 $\frac{1}{4}$ square feet (18-inch diameter pipe culvert). Culverts must be used for driveway and for walks. Buyer accepts responsibility for proper installation of culverts, which shall be installed in a manner that will not obstruct the flow of water in ditches and their inside bottom must be even or below level of ditch.

(12) All lots are sold subject to easements for public utilities, drainage, and other public usage, as indicated on the recorded plat of this subdivision. Said easements are perpetual easements and are hereby dedicated for use of all public utilities and/or drainage purposes. It is further understood and agreed that 5 feet on either side of the front lot line shall be reserved for the purpose of cutting and trimming trees in order that utility lines may be installed and maintained.

(13) No building may be moved from another locality to a lot in this addition unless same meets the minimum requirements of these restrictions, or can be made to do so and is actually made to do so within 30 days of its location on the ground of this subdivision.

(14) All lots before improvements are built thereon, shall be kept in a neat and orderly condition; grass and weeds shall be cut regularly and trash and junk shall not be dumped on any lot nor allowed to accumulate thereon; nor shall any unsightly articles, objects or things be placed thereon. After improvements have been erected on any lot, the lot and improvements shall be maintained in a neat and attractive manner at all times; the yard shall be cut regularly; no trash nor junk shall be accumulated upon the premises nor shall any unsightly articles, objects or things be brought or placed thereon. All improvements shall be maintained in good repair and kept well painted at all times. In the event of default in the performance of any of the terms and provisions of this restriction the owners and developers of this subdivision, their successors and assigns, may, without notice to the purchaser or owner of any lot therein enter upon said premises and cut grass and weeds thereon, remove and dispose of trash and junk, and remove and dispose of unsightly articles, objects, and things and make any repairs, including the painting of improvements, that they (the said owners and developers of this subdivision, their successors and assigns) may, in their sole discretion, deem necessary. Upon any such work being done, the owners and developers of this subdivision, their successors and assigns, shall submit a written statement of the cost of such work to the purchaser or owner of the lot and/or improvements upon which such work was done and such owner shall immediately pay such statement. In the event any lot and/or improvements are being purchased under contract of sale at the time a statement for the cost of such work is submitted, the contract of sale may be terminated in the same manner as for non-payment of monthly installments if such statement for work done is not paid within thirty (30) days from the date of delivery of the same.

(15) All persons owning or occupying any lot in Holloway Heights, shall observe the restrictions, covenants, and conditions herein contained, and Seller or any owner of any lot in said subdivision or any other individual or public corporation or private corporation which may maintain such an action, shall have the right to prosecute any proceedings at law or in equity against any person violating or attempting to violate any of these covenants and restrictions and either enjoin or prevent him or them from so doing; and it is expressly stipulated that invalidation of any one or more of these covenants, restrictions, or conditions contained herein by judgment or court order shall in no wise affect any other covenant, restriction or condition, but all such covenants and conditions shall continue in full force and effect.

(16) These restrictions shall not apply to that certain two acres of land described in deed from James A. Marshall, Trustee for Holloway Heights Corporation, dated April 16, 1953 and recorded in Vol. 2609, page 568 of the Deed Records of Harris County, Texas, which said two acres of land may be used for any lawful purpose.

EXECUTED this 25 day of March, 1954.

HOLLOWAY HEIGHTS CORPORATION

By-

H.H. Montgomery
Vice President

ATTEST

L.W. Satch
Secretary

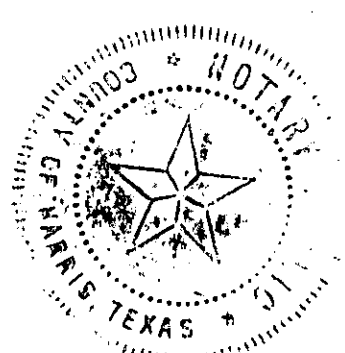


THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared H.H. MONTGOMERY, JR., Vice President of Holloway Heights Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

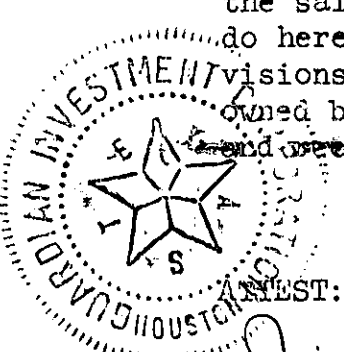
GIVEN under my hand and seal of office, this 25 day of March, 1954.

Donna Ritter
Notary Public in and for
Harris County, Texas



THE STATE OF TEXAS |
|
COUNTY OF HARRIS |

GUARDIAN INVESTMENT CORPORATION and AVALON MILL & LUMBER COMPANY acquired title to various lots in said Holloway Heights prior to the imposition of the foregoing restrictive covenants. For the purpose of subjecting such lots to the said restrictive covenants, the said Guardian Investment Corporation and Avalon Mill & Lumber Company do hereby join in the foregoing instrument and agree that all of the provisions therein contained shall apply to and be binding on the said lots owned by them to the same extent as if such instrument had been executed and recorded prior to their acquisition of such lots.

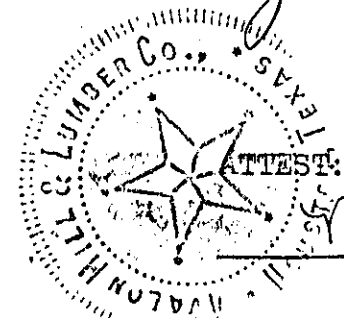


ATTEST:
Jim W. Cole
Secretary

GUARDIAN INVESTMENT CORPORATION

By

L.W. Satch
President



ATTEST:
Donna Ritter
Asst. Secretary

AVALON MILL & LUMBER COMPANY

By

D.W. ...
President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. W. HOLTZ, President of Guardian Investment Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

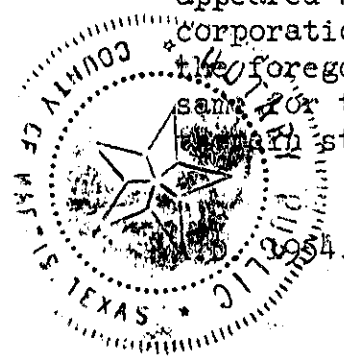


GIVEN under my hand and seal of office, this 20 day of May,

Gene Lunsford
Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared W. M. DICKEY, President of Avalon Mill & Lumber Company, a Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.



GIVEN under my hand and seal of office, this 20th day of May,

Gene Lunsford
Notary Public in and for
Harris County, T e x a s

Filed for Record May 20, 1954 at 9:45 o'clock A.M.
Recorded June 4, 1954 at 8:27 o'clock A.M.

W. D. MILLER, Clerk County Court, Harris County, Texas

By Rubie D. McGuire Deputy