

DEEDS

7916334

GALLERIA OAKS ESTATES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

That the developer of GALLERIA OAKS ESTATES, an addition in Montgomery County, Texas, according to the plat recorded in the County Clerk's Office, Montgomery County, Texas, the tract being a 21.0299 acre tract in the William Gibson Survey, Abstract 240 and the Edward Taylor Survey, Abstract 554, attached as Exhibit "A" hereto, does hereby create the following set of restrictions in order to insure to all purchasers that the properties thereon will be developed and maintained in a uniform manner to the mutual benefit of itself and all future purchasers and owners; and accordingly, the following conditions, restrictions and covenants running with the land, binding upon all tracts and future purchasers or owners, their heirs and assigns, and all parties, or persons, holding possession under such person, agree that as part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants, as follows:

RESTRICTIONS

1. All tracts of GALLERIA OAKS ESTATES, except that tract described as Exhibit "B" hereto attached, shall be used for residential purposes only. No tract shall be used or occupied for any vicious or immoral purpose nor in violation of the laws of the local, State or Federal Governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance to persons of ordinary reasonable sensitivity. Likewise and in addition thereto, no animals shall be raised or maintained for commercial purposes. No swine may be raised or be permitted to remain on any residential lot, and not more than one large type animal, such as a horse or cow, per acre, except usual and customary household pets, such as dogs and cats, may be kept on any lot in the property. All

pets must be confined to the property of the owner, and kept in a manner that does not constitute a nuisance. No hunting or discharge of firearms shall be permitted.

2. No residence shall be built or maintained on an area of less than 1400 square feet of living area, exclusive of garages and open porches. Residences shall be built at least twenty-five (25') feet from roadways as dedicated and at least ten (10') feet from the back or side lot lines. The exterior of the residence shall be finished with at least fifty-one (51) per cent brick, or twenty-five (25) per cent stone, and the rest, if of a material other than brick or material not commonly decorated or painted, shall be painted with at least two (2) coats of paint. All residences shall be on concrete slab foundations. All buildings shall be finished within nine (9) months from the date construction is commenced. Drainage culverts between driveways and designated streets shall be installed before completion of any improvements. A garage and/or attached carport and driveway shall be built in conjunction with the main residence. The drive must be constructed from the road pavement to the garage, and or carport so as to be passable during all weather conditions. Mobil homes, modular homes and/or any other type of pre-constructed home is strictly prohibited on any lot. No tent, trailer, shack or barn, or other outbuildings, shall at anytime be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. During such time the Reserve Tract shall be used for residential purposes, such tract shall be subject to all other restrictions herein set forth. The moving of used building onto any building site in the subdivision is prohibited. The use of used building materials is strictly prohibited. Lots shall not be used for roadways or other access purposes to adjacent acreage outside the boundaries of Exhibit "A" unless approved in writing by the developer of Galleria Oaks Estates.

3. There is hereby created an Architectural Control Committee. The committee shall be composed of three (3) members who are property owners. Until such time as the developer has conveyed eighty-five

(85) per cent of the tracts in GALLERIA OAKS ESTATES, the developer shall appoint such members and fill vacancies on the committee. When a total of eighty-five (85) per cent of the tracts have been conveyed by warranty deed, then the membership of the Control Committee shall be filled by a majority vote of the property owners of GALLERIA OAKS ESTATES. It shall be the purpose of the committee in reviewing plans, specifications and tract plans to insure all owners harmony of external and structural design and quality with the overall intended quality of the subdivision. The committee shall have the right to designate a representative to act for it in all manners arising hereunder. All fences which cross the building line must be constructed of preservative treated wood material only, unless an alternate material is approved by the committee.

4. To insure the standards of the subdivision there is created by the owners and developers of GALLERIA OAKS ESTATES, a perpetual improvement fund for street lights, signs, markers and other beautification projects. There shall be required, levied and paid by all tract purchasers and owners a beautification improvement fee in the amount of \$5.00 per month for "each" tract. The proceeds thereof shall be placed in said fund and used for such purposes by the owners and developers of said subdivision at their discretion until such time as a majority of the tract owners shall have formed a civic club or similar entity when and at such time such fund, the use thereof and all rights herein created shall be transferred to such organization. The fund herein created shall be perpetual, throughout the life of these restrictions or extensions thereof, unless abandoned in writing by the owner of said subdivision, or abandoned in writing by a majority vote of the members of said organization. That and until such time improvement fee shall act as a "lien charge" upon the tracts made upon the purchasing of tracts herein conveyed, except that, such "lien charge" shall not be a first lien over the first lien put upon the property by a Deed of Trust signed by Wallace L. Keels, on the 14th day of February, 1978, recorded in Volume 460, Page 687, of the Deed of Trust records of Montgomery County, Texas. That upon payment in full of such property by the tract owners, or, and upon the transfer of such fund

to a civic club, and in the event of a default of such payment, such charges shall accrue as a lien and charge upon the tracts and any action brought for collection and/or the enforcement of foreclosure of said lien shall constitute liquidated demand accruing to the benefit of the holder, or holders of such right of action which shall, in addition to such charge, include the collection of interest at the legal rate, together with reasonable attorney's fees and court costs incurred in the collection thereof.

5. No billboards or other advertising signs of any nature either commercial or private, shall be erected or maintained, save and except, reasonable "For Sale" or "For Rent" signs pertaining to the sale or rental of the tract or tracts and improvements thereon. Property owners shall not excavate, remove or sell the soil, or cut, sell, or remove timber other than as necessary for the construction of residential or associate improvements. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of, or burned within the road right-of-way. All unlicensed automobiles and/or trucks must be to the rear of the residences.

6. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of septic tanks or sewerage into roads, lakes, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in the subdivision shall, upon constructing any residence upon this tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around the same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch. Outside toilets are strictly prohibited.

7. All tracts are sold subject to easement for public utilities as may already be existing or as may become reasonably necessary for

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GALLERIA OAKS ESTATES to create in the future and all of which rights is reserved so as to permit good development of the subdivision and provide necessary utilities. All existing roads are hereby dedicated as public road easements to inure to the benefit of the property owners of this subdivision and insure permanent access to their land. All tracts herein sold are subject to prior recorded reservation of all oil, gas and other minerals, together with all restrictions herein set forth and as well as any other easements, reservations and restrictions of record.

8. No used or new building materials whatsoever shall be placed or stored on any tract in said subdivision, and all buildings when started must be completed within nine (9) months from date of beginning.

9. The purpose of the foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable residential section. It is understood and agreed that should a violation or attempted violation of any of the foregoing covenants and restrictions by a purchaser in said subdivision occur, the owners of GALLERIA OAKS ESTATES is in no wise responsible, either financially or otherwise, but will use their best efforts to adjust any violations.

10. These covenants, restrictions and conditions shall run with the land and shall be binding upon all tracts and future purchasers or owners, their heirs and assigns, and all parties or persons holding possession under such purchases or future owners in GALLERIA OAKS ESTATES until December 31, 1997, at which time these covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the majority of the then owners of residential lots within the Property has been duly executed and acknowledged, changing said covenants, restrictions and conditions, in whole or in part, and filed of record the last two (2) years in Montgomery County, Texas. In any such instrument the fifty-one (51) per cent shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions. Invalidation of any one of these covenants by judgment or other Court order shall in no wise affect any of the other provisions, such other provisions to remain in full force and effect.

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IN WITNESS WHEREOF, these presents have been executed for the purposes and considerations therein expressed, this 22<sup>nd</sup> day of March, 1979.

Wallace L. Keels  
WALLACE L. KEELS

Betty L. Keels  
BETTY L. KEELS

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared, WALLACE L. KEELS AND BETTY L. KEELS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said persons.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of March, 1979.



Robert H. Estep  
Notary Public in and for  
Harris County, Texas

My Commission expires 8-31-80

LIEN HOLDERS CONSENT AND JOINDER

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS I

COUNTY OF HARRIS I

THAT the undersigned, SPRING BRANCH SAVINGS & LOAN ASSOCIATION, Houston, Texas, being the beneficiary of a Deed of Trust executed by WALLACE L. KEELS and wife, BETTY LEE KEELS recorded under Volume 460, Page 687 of the Deed of Trust Records of Montgomery County, Texas, said instrument being dated February 14, 1978, does hereby, in all respects, approve, adopt, ratify and confirm all of the above and foregoing restrictions of GALLERIA OAKS ESTATES, covering and pertaining to a 21.0299 acres out of the William Gibson Survey, Abstract A240, and the Edward Taylor Survey Abstract 554, Montgomery County, Texas. being a part of the lands covered by the said Deed of Trust and does hereby join in the execution thereof and agree that same shall in all respects be binding upon the undersigned and the successors and assigns of the undersigned in all respects and upon the land thereby affected, notwithstanding any foreclosure of said Deed of Trust or any other lien in favor of the undersigned.

EXECUTED at Houston, Texas on this 19<sup>th</sup> day of April, 1979.

SPRING BRANCH SAVINGS & LOAN ASSOCIATION  
HOUSTON, TEXAS

By: Joe R. Sykes  
Joe R. Sykes  
Executive Vice President

ATTEST:

Johnny A. Gumienny  
Johnny A. Gumienny  
Asst. Secretary  
JOHNNY A. GUMIENNY

THE STATE OF TEXAS    X  
COUNTY OF HARRIS    X

BEFORE ME, the undersigned authority, on this day personally appeared, JOE R. SYKES AND JOHNNY A GUMIENNY, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SPRING BRANCH SAVINGS & LOAN ASSOCIATION, a corporation, and that they 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 19th DAY OF April, 1979.



Anna A. Schneider  
Notary Public in and for  
Harris County, T E X A S



DESCRIPTION

All of that certain 21.0299 acre tract of land located in the William Gibson Survey, Abstract No. 240 and the Edward Taylor Survey, Abstract No. 554, Montgomery County, Texas and being a portion of that certain tract of land called to be 97.233 acres conveyed by E. J. Damuth to Grogan-Cochran Lumber Company per deed dated June 6, 1950 and recorded in Volume 302, Page 317 of the Deed Records of Montgomery County, Texas and being a portion of that certain 94.51849 acre tract of land conveyed by Katharine K. Kramer, et al to Grogan-Cochran Lumber Company per deed dated March 14, 1956 and recorded in Volume 414, Page 265 of the Deed Records of Montgomery County, Texas, and also being a part of that certain 152.99 acre tract conveyed by Seymour Sacks, et al to Grogan-Cochran Lumber Company per deed dated May 31, 1950 and recorded under Film No. 72424 in the Deed Records of Montgomery County, Texas, said 21.0299 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an axle found at a fence corner in the occupied east line of the C. T. Ward Survey, Abstract No. 612, said axle marks the common west corner of the above mentioned 97.233 and 94.52849 acre tracts and the northwest corner of the herein described tract;

THENCE North 53 deg. 12 min. 21 sec. East, along the northwesterly fence line of said 94.52849 acre tract, a distance of 872.20 feet to the centerline of a creek;

THENCE downstream following the courses and distances along the meanders of the centerline of said creek:

1. South 68 deg. 34 min. 49 sec. East, 125.54 feet;
2. South 64 deg. 53 min. 39 sec. East, 110.52 feet;
3. South 25 deg. 09 min. 15 sec. East, 59.06 feet;
4. South 45 deg. 21 min. 33 sec. West, 95.85 feet;
5. South 20 deg. 02 min. 06 sec. East, 128.95 feet;
6. South 60 deg. 26 min. 11 sec. East, 46.23 feet;
7. South 18 deg. 12 min. 50 sec. West, 15.92 feet;
8. South 29 deg. 00 min. 22 sec. East, 31.15 feet;
9. South 71 deg. 02 min. 36 sec. East, 56.08 feet;
10. South 82 deg. 51 min. 01 sec. East, 29.20 feet;
11. South 13 deg. 22 min. 55 sec. East, 95.15 feet;
12. South 31 deg. 12 min. 10 sec. East, 77.70 feet;
13. South 19 deg. 31 min. 58 sec. West, 60.62 feet;
14. South 36 deg. 38 min. 45 sec. East, 69.20 feet;
15. South 55 deg. 10 min. 48 sec. West, 19.04 feet;
16. South 00 deg. 12 min. 18 sec. West, 79.73 feet;
17. South 77 deg. 51 min. 54 sec. West, 77.40 feet;
18. South 47 deg. 22 min. 35 sec. East, 54.45 feet;
19. South 03 deg. 58 min. 59 sec. West, 39.32 feet;
20. South 62 deg. 25 min. 47 sec. East, 76.37 feet;

to a point for corner:

THENCE South 46 deg. 19 min. 50 sec. West, 80.68 feet;

THENCE upstream following the courses and distances along the meanders of the centerline of said creek:

1. South 47 deg. 19 min. 42 sec. West, 44.56 feet;
2. North 73 deg. 30 min. 50 sec. West, 37.09 feet;
3. South 37 deg. 57 min. 32 sec. West, 81.89 feet;
4. South 57 deg. 11 min. 17 sec. West, 35.47 feet;
5. North 68 deg. 11 min. 39 sec. West, 132.42 feet;
6. North 53 deg. 08 min. 32 sec. West, 69.02 feet;
7. North 36 deg. 16 min. 38 sec. West, 72.51 feet;
8. North 80 deg. 12 min. 50 sec. West, 125.10 feet;
9. South 62 deg. 22 min. 31 sec. West, 26.82 feet;
10. North 66 deg. 47 min. 42 sec. West, 40.47 feet;

to a point for corner:

THENCE South 05 deg. 11 min. 26 sec. West, 45.26 feet;

THENCE South 01 deg. 15 min. 18 sec. East, 299.40 feet;

THENCE along an arc of curve to the left with a radius of 1724.46 feet, 115.08 feet to a point of tangent;

THENCE South 88 deg. 44 min. 42 sec. West, 115.00 feet;

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THENCE South 01 deg. 15 min. 18 sec. East, 34.04 feet;

THENCE South 88 deg. 44 min. 42 sec. West, 290.00 feet, to the West line of the 69.67783 acre tract for corner;

THENCE North 01 deg. 15 min. 18 sec. West along the West line a distance of 760.84 feet to the Place of Beginning and containing 21.0299 acres of land.

EXHIBIT "A"

DESCRIPTION

All of that certain 1.31165 acre tract of land located in the William Gibson Survey, Abstract No. 240 and the Edward Taylor Survey, Abstract No. 554, Montgomery County, Texas and being a portion of that certain tract of land called to be 97.233 acres conveyed by E. J. Damuth to Grogan-Cochran Lumber Company per deed dated June 6, 1950 and recorded in Volume 302, Page 317 of the Deed Records of Montgomery County, Texas and being a portion of that certain 94.52849 acre tract of land conveyed by Katharine K. Kramer, et al to Grogan-Cochran Lumber Company per deed dated March 14, 1956 and recorded in Volume 414, Page 265 of the Deed Records of Montgomery County, Texas, and also being a part of that certain 152.99 acre tract conveyed by Seymour Sacks, et al to Grogan-Cochran Lumber Company per deed dated May 31, 1950 and recorded under Film No. 72424 in the Deed Records of Montgomery County, Texas, said 1.31165 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an axle found at a fence corner in the occupied east line of the C. T. Ward Survey, Abstract No. 612, said axle marks the common west corner of the above mentioned 97.233 and 94.52849 acre tracts and the northwest corner of the described tract in Exhibit "A";

THENCE North 53 deg. 12 min. 21 sec. East, along the northwesterly fence line of said 94.52849 acre tract, a distance of 872.20 feet to the centerline of a creek;

THENCE downstream following the courses and distances along the meanders of the centerline of said creek:

1. South 68 deg. 34 min. 49 sec. East, 125.54 feet;
2. South 64 deg. 53 min. 39 sec. East, 110.52 feet;
3. South 25 deg. 09 min. 15 sec. East, 59.06 feet;
4. South 45 deg. 21 min. 33 sec. West, 95.85 feet;
5. South 20 deg. 02 min. 06 sec. East, 128.95 feet;
6. South 60 deg. 26 min. 11 sec. East, 46.23 feet;
7. South 18 deg. 12 min. 50 sec. West, 15.92 feet;
8. South 29 deg. 00 min. 22 sec. East, 31.15 feet;
9. South 71 deg. 02 min. 36 sec. East, 56.08 feet;
10. South 82 deg. 51 min. 01 sec. East, 9.02 feet to the most northerly corner of the herein described tract;

THENCE downstream following the courses and distances along the meanders of the center line of said creek:

1. South 82 deg. 51 min. 01 sec. East, 20.18 feet;
2. South 13 deg. 22 min. 55 sec. East, 95.15 feet;
3. South 31 deg. 12 min. 10 sec. East, 77.70 feet;
4. South 19 deg. 31 min. 58 sec. West, 60.62 feet;
5. South 36 deg. 38 min. 45 sec. East, 69.20 feet;
6. South 55 deg. 10 min. 48 sec. West, 19.04 feet;
7. South 00 deg. 12 min. 18 sec. West, 79.73 feet;
8. South 77 deg. 51 min. 54 sec. West, 77.40 feet to

a point for corner;

THENCE North 38 deg. 25 min. 17 sec. West, 305.84 feet;

THENCE North 51 deg. 34 min. 43 sec. East, 227.60 feet to the PLACE OF BEGINNING and containing 1.31165 acres of land.

FILED FOR RECORD

MAY -7 AM 11:13

ROY HARRIS, CLERK  
COUNTY CLERK MONTGOMERY CO. TX

*Edwin White*  
DEPUTY

EXHIBIT "B"