

DEEDS

RESTRICTIONS

7730826

GALLERIA OAKS ESTATES

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

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 31.58524 acre tract in the Leander Wescott Survey, A-615, 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. All tracts shall be used for permanent residences and no weekend homes are to be built or occupied in GALLERIA OAKS ESTATES. 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 or ordinary reasonable sensitivity. Likewise and in addition

thereto, no animals shall be raised or maintained for commercial purposes. No swine, goats, sheep or poultry may be raised or be permitted to remain on any residential lot, and not more than one animal 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 1600 square feet of living area, exclusive of garages and open porches. Residences shall be built at least fifty (50) feet from road ways as dedicated and at least twenty-five (25) 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, 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 buildings shall be finished within six (6) 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 driveway shall be built in conjunction with the main residence. The garage must include a minimum of 400 square feet, excluding carports and porches, and the drive must be constructed from the road pavement to the garage, so as to be passable during all weather conditions. 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. 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.

3. 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 \$3.00 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 1st day of December 1976, recorded in Volume 390, Page 296, 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.

4. 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.

5. 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.

6. All tracts are sold subject to easement for public utilities as may already be existing or as may become reasonably necessary for 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 all well as any other easements, reservations and restrictions of record.

7. 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 six (6) months from date of beginning.

8. Lake maintenance is to be done by property owners adjacent to the lake. Lots without lake shore frontage carry no right to the use of the lake. Any lot owner with lake shore frontage shall have

access to all the surface for fishing, boating, or swimming. No boats exceeding twelve (12) feet shall be used on the lake. Drainage of the lake for cleaning or other reasons shall be permitted only with consent of at least two-thirds of lake lot owners. No livestock shall be kept within fifty (50) feet of the lake's edge.

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.

IN WITNESS WHEREOF, these presents have been executed for the purposes and considerations therein expressed, this 26 day of August 1977.

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 26 day of August 1977.

Pauline Walbrink  
Notary Public in and for  
Harris County, Texas

My Commission expires May 31 of 1979



EXHIBIT "A"

BEING 31.58524 acres of land composed of a 0.83296 acre tract of land in the Leander Wescott Survey, Abstract 615, Montgomery County, Texas, and a 30.75228 acre tract of land in the William Gibson Survey, Abstract 240, Montgomery County, Texas, and being out of and a part of that certain 152.99 acre tract of land conveyed by Seymour Sacks, et al to Grogan-Cochran Lumber Company per instrument dated May 31, 1950 and recorded in the Deed Records of Montgomery County, Texas under Clerk's File No. 72424; said 31.58524 acre tract of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an 8 x 8 inch concrete monument found at the intersection of the occupied North line of said 152.99 acre tract of land with the occupied Northeast right of way line of the I.&G.N.R.R. for the Southwest corner of a 277.05 acre tract of land located in the Edward Taylor Survey, Abstract No. 554 and the West or Northwesterly corner of the herein described tract;

THENCE North 87 degrees 41 minutes 14 seconds East, along a three strand barbed wire fence and a blue painted line, at 1451.95 feet pass an 8 x 8 inch concrete monument located 5.67 feet North, measured at a right angle, in all total distance of 1995.82 feet to a ½ inch galvanized iron pipe found for the Southeast corner of the said 277.05 acre tract and the Northeast corner of the herein described tract, from said pipe found a 20 inch Red Oak marked with one hack above and below a "X" which bears South 27 degrees West, 7.39 feet and another 20 inch Red Oak marked with one hack above and below a "X" which bears South 49 degrees West, 49.00 feet;

THENCE North 78 degrees 06 minutes 53 seconds East 39.16 feet to a ½ inch iron rod for corner in the West line of Cripple Creek Drive North, (60 feet wide);

THENCE South 00 degrees 21 minutes 11 seconds East 1359.90 feet along the West line of said Cripple Creek Drive North with the Northeast right of way line of the I.&G.N.R.R. (100 feet wide);

THENCE North 58 degrees 04 minutes 53 seconds West, along a fence marking the said Northeast right of way line, a total distance of 2404.45 feet to the PLACE OF BEGINNING and containing 31.58524 acres of land.



EXHIBIT "B"

BEING 0.8807 acres of land composed of a 0.83296 acre tract of land in the Leander Wescott Survey, Abstract 615, Montgomery County, Texas, and a 30.75228 acre tract of land in the William Gibson Survey, Abstract 240, Montgomery County, Texas, and being out of and a part of that certain 152.99 acre tract of land conveyed by Seymour Sacks, et al to Grogan-Cochran Lumber Company per instrument dated May 31, 1950 and recorded in the Deed Records of Montgomery County, Texas under Clerk's File No. 72424; said 31.58524 acre tract of land being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an 8 x 8 inch concrete monument found at the intersection of the occupied North line of said 152.99 acre tract of land with the occupied Northeast right of way line of the I.&G.N.R.R. for the Southwest corner of a 277.05 acre tract of land located in the Edward Taylor Survey, Abstract No. 554;

THENCE North 87 degrees 41 minutes 14 seconds East, along a three strand barbed wire fence and a blue painted line, at 1451.95 feet pass an 8 x 8 inch concrete monument located 5.67 feet North, measured at a right angle, in all total distance of 1995.82 feet to a 1/2 inch galvanized iron pipe found for the Southeast corner of the said 277.05 acre tract and the Northeast corner of the herein described tract, from said pipe found a 20 inch Red Oak marked with one hack above and below a "X" which bears South 27 degrees West, 7.39 feet and another 20 inch Red Oak marked with one hack above and below a "X" which bears South 49 degrees West, 49.00 feet;

THENCE North 78 degrees 06 minutes 53 seconds East 39.16 feet to a 1/2 inch iron rod for corner in the West line of Cripple Creek Drive North, (60 feet wide);

THENCE South 00 degrees 21 minutes 11 seconds East 1139.95 feet along the West line of said Cripple Creek Drive North to the Northeasterly corner of the herein described tract:

THENCE South 00 degrees 21 minutes 11 seconds East 220.00 feet along the West line of Cripple Creek Drive North, (60 feet wide) to a 1/2 inch rod at the intersection of the West line of said Cripple Creek Drive North with the Northeast right of way line of the I.&G.N.R.R. (100 feet wide):

THENCE North 58 degrees 04 minutes 53 seconds West, along a fence marking the said Northeast right of way line, a total distance of 412.35 feet to a point of corner;

THENCE North 89 degrees 40 minutes 28 seconds East 348.76 feet to the place of beginning and containing 0.8807 acres of land.

LIEN HOLDERS CONSENT AND JOINDER

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

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 390, Page 296 of the Deed of Trust Records of Montgomery County, Texas, said instrument being dated December 1, 1976, 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 31.58524 acres out of the Leander Wescott Survey, Abstract 615, 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 \_\_\_\_\_ day of \_\_\_\_\_ 1977.

SPRING BRANCH SAVINGS & LOAN ASSOCIATION  
Houston, Texas

BY: Jimmy H. Singleton

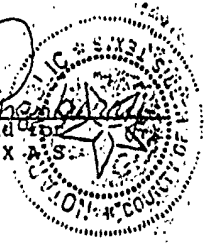


Wallace L. Keels  
SECRETARY

THE STATE OF TEXAS X  
                                  X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared, THOMAS H. [unclear] JR., Vice, known to me to be the person and officer whose name is 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 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        day of       , 1977.

[Signature]  
Notary Public in and for  
Harris County, T E X A S  


FILED FOR RECORD

AT 11 O'CLOCK A M.

SEP 2 1977

ROY HARRIS, Clerk  
County Court, Montgomery CO., Tex.  
By Tilda [unclear] Deputy