

7615581

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, KIRKPATRICK AND RAMSEY HOMES, INC., a Texas corporation, is the owner of that certain tract of real property located in Montgomery County, Texas, described as follows:

Tracts, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 out of the Jerry Kirkpatrick 13.6434 acre tract of land in the Joseph Miller Survey, Abstract 27, Montgomery County, Texas; and being the same 13.6434 acres of land known as Share One, partitioned to Albert A. Hirsch, in partition deed recorded in Volume 539, page 536, Montgomery County Deed Records, said tracts being described by metes and bounds in Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, KIRKPATRICK AND RAMSEY HOMES, INC. desires to place certain reservations, restrictions, covenants and conditions upon and against such property in order to establish and maintain a uniform plan for the development, improvement and sale of such property as an unrecorded residential subdivision consisting of residential building tracts, to be known as OAKWOOD ESTATES, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of building tracts in said subdivision;

NOW, THEREFORE, KIRKPATRICK AND RAMSEY HOMES, INC., a Texas corporation, acting herein by and through its duly authorized officers, hereby adopts, establishes and imposes upon the above described property and declares the following reservations, restrictions, covenants and conditions applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said subdivision, which reservations, restrictions, covenants and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof:

1. Single Family Residential Construction. All building tracts shall be used only for single family residential purposes and no building shall be erected, altered or permitted to remain on any building tract 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 less than two (2) nor more than four (4) cars and 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 of the building tract or by domestic servants employed on the premises, and those outbuildings which are commonly incidental to single family residential dwellings. As used herein, the term "residential purposes" shall be construed to prohibit the use of said building tracts for duplex houses, garage apartments or apartment houses; and no building tract shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

2. Architectural Control. No buildings or improvements of any character shall be erected, constructed, placed, or erection begun or changes made in the design thereof after original construction, on any building tract, until the construction plans and specifications and a plot plan showing the location of the structure or improvements have been submitted to the Architectural Control Committee and approved, as hereinafter provided, as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures, and as to location with respect to the building setback lines. In the event the required documents and information are not approved or disapproved within thirty (30) days after receipt thereof by the Architectural Control Committee, approval will not be required and the requirements for approval shall be deemed to have been fully satisfied. Further, the approval required herein is conclusively presumed upon the substantial completion of the building and improvements. The Architectural Control Committee shall be initially composed of Jerry Kirkpatrick, Edward Ramsey and Jimmy H. Singleton. The Architectural Control Committee shall review all plans and specifications and plot plans submitted to it and, within seven (7) days thereafter, submit such documents to Kirkpatrick and Ramsey Homes, Inc., its successors or assigns, together with the Committee's written recommendation for approval or disapproval of such plans and specifications and plot plan. After review of the recommendation of the Architectural Control Committee and review of the information submitted to it, Kirkpatrick and Ramsey Homes, Inc. shall issue its approval or disapproval thereof. In the event of the death, resignation or inability of any members of the Architectural Control Committee to act, Kirkpatrick and Ramsey Homes, Inc. shall appoint a successor member or members. At any time, the then record owners of three-fourths (3/4) of the building sites shall have the authority by a duly recorded written instrument to change the membership of the Architectural Control Committee and authorize such Committee to assume full authority hereunder and issue final approvals or disapprovals required hereunder.

3. Minimum Square Footage Within Improvements. The living area on the ground floor of the main structure exclusive of one-story open porches and the garage shall not be less than sixteen hundred (1,600) square feet for one-story dwellings nor less than nine hundred (900) square feet for a dwelling of more than one story. The total square feet for a multi-story dwelling shall not be less than eighteen hundred (1,800) square feet.

4. Location of the Improvements Upon the Building Site. All residential buildings shall front on the road easement and no building shall be located on any building tract nearer to the road easement than fifty (50) feet. The main residential structure (exclusive of detached garage and outbuildings) shall be located no less than twenty-five feet from the rear property line. Subject to the provisions of Paragraph 5, no building shall be located nearer than fifteen (15) feet to an interior building tract 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 building tract to encroach upon another building tract. Any deviation from the requirements of the above building lines may be waived at any time by written waiver of Kirkpatrick and Ramsey Homes, Inc. or its authorized agent, and all purchasers of building tracts herein accept properties with this right reserved for the benefit of Kirkpatrick and Ramsey Homes, Inc., its successors and assigns, but such waivers shall not affect requirements as may be made by city, county or state ordinance, nor shall such right here reserved impair the right of all parties to enforce all restrictions not so waived.

5. Composite Building Site. Any owner of two or more adjoining building tracts or portions thereof may consolidate such building tracts or portions into one building tract with the privilege of placing or constructing improvements on such resulting tract, in which case setback lines shall be measured from the resulting side property lines of such consolidated building tracts. No single building tract may be divided.

6. Utility Easements. There are hereby reserved for the purpose of installing and maintaining public utility facilities, drainage, and for such other purposes incidental to the development of the property an easement for public utilities described as follows:

Being a 5 foot wide utility easement out of the Jerry Kirkpatrick 13.6434 acre tract of land in the Joseph Miller Survey, Abstract 27, Montgomery County, Texas, and being the same 13.6434 acres of land known as Share One, partitioned to Albert A. Kirsch, in partition deed recorded in Volume 539, page 536, Deed Records, Montgomery County, Texas; said easement being more particularly described as follows:

BEGINNING at a point in the East line of said 13.6434 acre tract South 242.60 feet from the Northeast corner of said 13.6434 acre tract;

THENCE South 50.01 feet along the East line of said 13.6434 acre tract to corner;

THENCE North 88 degrees 27 minutes 50 seconds West  
551.04 feet to corner;

THENCE North 00 degrees 14 minutes 16 seconds East 5.00  
feet to corner;

THENCE South 88 degrees 27 minutes 50 seconds East 541.02  
feet to corner;

THENCE North 40.01 feet to corner;

THENCE North 81 degrees 27 minutes 50 seconds West  
540.85 feet to corner;

THENCE North 00 degrees 14 minutes 16 seconds East 5.00  
feet to corner;

THENCE South 88 degrees 27 minutes 50 seconds East  
550.83 feet to PLACE OF BEGINNING.

No structure shall be erected upon any easement for installation and maintenance of utilities. Neither Kirkpatrick and Ramsey Homes, Inc. nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

7. Annoyance or Nuisances. No noxious or offensive activity shall be permitted or carried on upon any building tract nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

8. Temporary Structures and Site Alteration. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building tract at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be approved by the Architectural Control Committee. Before trees and other natural landscaping is cut down or altered, the Architectural Control Committee must give its approval.

9. Storage of Automobiles, Boats, Trailers and Other Vehicles. No automobiles, trucks, boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind are to be semi-permanently or permanently stored, parked or kept in the street right-of-way, driveways or front of building tracts. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind a sight barrier which encloses the rear of the building tract.

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 building tract, nor shall any wells, tanks, tunnels, mineral excavation, or shafts for these items be permitted upon or in any building tract. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any building tract. The above shall not be construed to restrict water wells for lawn and outside use. Water

wells and their pressure tanks shall not be located on the front of any building tract and shall be screened from public view where they are located. It is provided, however, that as soon as the water mains are installed, property owners are required to connect, at their own expense, to such mains for water for household use and thereafter shall not use well water for household purposes. The owners of building tracts shall pay a reasonable monthly minimum and monthly charges for water used.

11. Signs, Advertisements and Billboards. No sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not exceeding a total of eight (8) square feet may be erected or maintained on any building tract in said subdivision. Kirkpatrick and Ramsey Homes, Inc. or its assignee or agents will have the right to remove any such sign, advertisement or billboard or structure which is placed on said building tract and in so doing shall not be subject to any liability of trespass or other tort in the connection therewith or arising with such removal.

12. Lot Maintenance. All building tracts shall at all times be maintained by the owners or occupants in such a manner as not to be unsightly or constitute a fire hazard or health menace or breeding place for snakes and varmints, and this restriction shall be applied irrespective of whether or not any dwelling or structure has been erected on such building tract. Unimproved building tracts must be mowed or cleared of weeds and grass a minimum of once each calendar year. In no event shall the owners or occupants of building tracts use any building tract for storage of materials and equipment except for normal residential requirements or incident to the construction of improvements thereon or permit the accumulation of garbage, trash or rubbish of any kind thereon (except as permitted by law). In the event of the failure of the owner or occupant of any building tract to maintain the building tract in accordance with these restrictions, such failure continuing after ten (10) days' written notice thereof, Kirkpatrick and Ramsey Homes, Inc. or its assigns or the Association of Building Tract Owners, if any, shall without liability to the owner or occupant in trespass or otherwise enter upon said building tract and cut 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 or act necessary to secure compliance with these restrictions so as to place such building tract in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such building tract for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the building tract to reimburse the entity or person for the cost of such work.

Nothing herein contained shall be construed to prohibit the maintenance of any building tract in its natural state.

13. Septic Tanks. No cesspools shall ever be dug, used or maintained on any such building tracts and all toilets shall be connected with a septic tank (constructed in accordance with sound engineering practices and in compliance with all governmental regulations, if any) until such time as sanitary sewer service may be available for

use in connection with said building tracts. The drainage of septic tanks into roads, streets, adjacent building tracts, or public ditches, either directly or indirectly, is strictly prohibited. All drain lines and septic field lines shall not be closer than fifteen (15) feet to any building tract line.

14. Driveways. No driveway or culvert from any street or road to any building tract shall unreasonably interfere with the free and uninterrupted drainage in and along such ditches.

15. Animal Husbandry. No animals, dogs, cats and such may be kept or permitted on the building tracts, except as pets or for domestic or family use. It is expressly understood that none of such animals shall ever be kept, bred or maintained for any commercial purposes or permitted to roam at will. It is further understood in this connection that the number of animals may be limited at any time by the Architectural Control Committee. In this connection, it is further understood that all stables and outbuildings must be placed or so situated that no part of them is closer to the front of said building tract than a line parallel to the front property line lying at the rear of the principal dwelling situated on said building tract. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets to become a nuisance or obnoxious to the owners or occupants of other building tracts, or to become a hazard to the health, welfare and well being of the community. All such structures and shelters for animals shall conform in architectural character to the structure of the main residential dwelling and shall not be maintained in any unsightly manner.

16. Time for Completion of Improvements. It is stipulated that a reasonable length of time for the completion of the exterior part of any improvements, residences or other structures, is six (6) months, and in permitting this length of time, consideration is given to situations that might arise from said improvements being constructed by an owner in his spare time. Any failure to comply with this provision by not completing the structure within such time shall be construed as a violation hereof and shall entitle any party hereto, or any party in interest, to maintain an action by mandatory injunction or for damages, or for both.

17. Maintenance Assessment. Until such time as the street which has heretofore been dedicated has been accepted for maintenance by the County of Montgomery, there will be certain expenses incurred in maintaining and repairing the street and maintaining the ditch adjacent thereto; and in this connection there is hereby established a maintenance charge or assessment against each building tract, which charge or assessment shall be assessed equally against each building tract by dividing the total expenditure by the number of building tracts. To secure the payment of such maintenance charge or assessment, a vendor's lien upon and against each building tract is created by this instrument and the title to each building tract sold or conveyed shall be subject to the vendor's lien securing said charge or assessment (whether or not expressly retained in the Deed or conveyance). Such charge or assessment is to be paid to

Kirkpatrick and Ramsey Homes, Inc., or such other entity as may be designated by Kirkpatrick and Ramsey Homes, Inc., within fifteen (15) days after receipt of notice of such charge or assessment. It is understood and agreed, however, that each such lien to secure such charges and assessments shall be and is hereby made secondary, subordinate and inferior to all liens, present and future, created by the owner of any such building tract to secure the payment of monies advanced or to be advanced for the purchase price and/or the construction of improvements on any building tract.

18. Enforcement. Any owner shall have the right to enforce by any proceeding at law or in equity all reservations, restrictions, covenants and conditions, liens and charges now or hereafter imposed by the provisions of these deed restrictions. Failure 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.

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

20. Duration of and Amendment to the Above Deed Restrictions. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) 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 the owners of not less than seventy-five per cent (75%) of the building tracts and thereafter by an instrument signed by the owners of not less than sixty per cent (60%) of the building tracts. Any amendment must be recorded.

The undersigned, SPRING BRANCH SAVINGS & LOAN ASSOCIATION, a corporation, has executed this instrument as lienholder for the purpose of subordinating all liens held by it against said property, to the imposition of the aforesaid reservations, restrictions, covenants and conditions; and does hereby agree that a foreclosure of its lien shall not affect such reservations, restrictions, covenants and conditions.

EXECUTED this 10<sup>th</sup> day of MAY, A. D. 1976.

ATTEST:

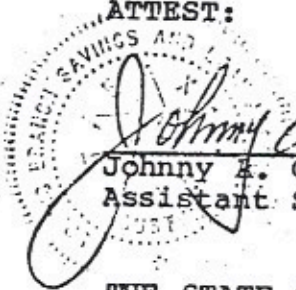
KIRKPATRICK AND RAMSEY HOMES, INC.

E. B. Ramsey  
Secretary

By Jerry Kirkpatrick  
President

SPRING BRANCH SAVINGS & LOAN ASSOCIATION

ATTEST:



*Johnny A. Gumienny*  
Johnny A. Gumienny  
Assistant Secretary

By

*Joe R. Sykes*  
Joe R. Sykes  
Executive Vice President

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JERRY KIRKPATRICK, President, 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 KIRKPATRICK AND RAMSEY HOMES, INC., 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 10th day of May, 1976.

*Denise Spangenberg*  
Notary Public in and for  
Harris County, T e x a s

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOE R. SYKES, Executive Vice President, 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 10th day of May, 1976.

*Denise Spangenberg*  
Notary Public in and for  
Harris County, T e x a s