

Vol. 995 PAGE 917

DEEDS

RESTRICTIONS

7718405

DECKER PLACE

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

THAT, in order to insure to all purchasers of property in the above described DECKER PLACE, a Subdivision in the T. J. Stansbury Survey, Abstract No. 485, Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet B, Sheet 67, of the Map Records of Montgomery County, Texas, that all properties situated therein will be developed and maintained in a uniform manner to the mutual benefit of all owners and future owners thereof, HICKORY HILLS, JOINT VENTURE, a Texas General Partnership (hereinafter sometimes called "Seller"), with offices and principal place of business in Houston, Harris County, Texas, the present owner of all of said properties, acting herein by and through its sole general partners, FLOYD W. FLUKER and WILLIAM E. DARK, does hereby ADOPT, ESTABLISH, AND IMPOSE the following reservations, restrictions, covenants and conditions upon said properties which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the present owners, their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to-wit:

I

These conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1992, and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of any such period of time Two-Thirds (2/3) of the owners of the land area of land in said development shall agree in writing, properly executed and recorded in the office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions. The Two-Thirds (2/3) vote shall be computed on the basis of one (1) vote per lot, according to designation thereof on the above reference plat of DECKER PLACE, regardless of ownership of more than one lot.

II

These conditions and restrictions may be amended at any time when Two-Thirds (2/3) of the owners of the land

EXHIBIT "A"

area of land in said development shall agree in writing, properly executed and recorded in the Office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions. The Two-Thirds (2/3) vote shall be computed on the basis of one (1) vote per lot, according to designation thereof on the above reference plat of DECKER PLACE, regardless of ownership of more than one lot.

III

All lots in DECKER PLACE shall be used for residential purposes only. No noxious or offensive trades or activities shall be conducted on any of the lots in said development, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose 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 sensitivity; nor shall animals be raised or maintained for commercial exploitation.

IV

No trash, manure, garbage, or debris of any kind shall be dumped or permitted to accumulate on any lot. No junk or wrecked automobiles shall be permitted to remain on any lot.

V

No advertisements, billboards, advertising structures or signs (except for bona-fide signs advertising the sale of a particular lot or lots in this development) shall be erected or maintained on any residential lot in DECKER PLACE.

VI

No timber or iron ore shall be cut, sold or removed from those residential lots on which HICKORY HILLS, JOINT VENTURE has a purchase money lien; however this restriction does not prohibit purchasers of lots in this development from selectively clearing same, nor does it prohibit the clearing of timber from a proposed building site situated upon said lot.

VII

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in drilling for oil, or natural gas, shall be erected, maintained or permitted on any lot.

VIII

(A) No lots or lot in DECKER PLACE shall be re-subdivided in any manner except as provided in sub-paragraph (B) of this Section VIII next following.

(B) Any person owning one lot or two or more adjoining lots may subdivide or consolidate such lot or lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided any such re-subdivision or consolidation from such

re-subdivision shall have a land area of not less than one (1) acre of land.

IX

No residence shall be built or maintained on any lot in said development having less than sixteen hundred (1600) square feet of living area, exclusive of garages and open porches. Residences shall be built at least fifty (50) feet from the right-of-way line of the dedicated roadway on which the lot fronts, and in this connection, a corner lot is deemed to front on the right-of-way adjacent to the lot line having the shortest dimension. Residences shall be built at least twenty (20) feet from side lot lines and rear lot line. The exterior of each residence shall be finished and, if of a material other than brick, stone, or other material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, bus, mobile home, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence except that garages may be attached to the residence. Purchaser shall submit to and obtain approval by Seller of any plans and specifications for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. Should the Seller not disapprove plans so submitted within twenty (20) days from submission, such plans will be deemed to have been approved. When construction of any improvement is begun, it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. In this connection it is agreed and understood that the erection of the exterior portion of any residence shall be completed on or before twelve months (12) from the inception date of construction. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any lot or building site. The moving of used buildings onto any building site in the development is prohibited unless such building is first inspected and approved in writing by Seller herein. This right of inspection and right to approve plans may be delegated to a successor by written recorded instrument; such successor may be a person, persons, corporation or civic club.

X

No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property in DECKER PLACE and all indoor toilets and baths shall be installed with and connected to a septic tank and drain field, the design of which must first be approved by all state, county or city health authorities having jurisdiction over such matters before construction commences. The drainage of septic tanks or sewerage into roads, streets, and alleys, ditches, ravines, or upon the open ground shall be prohibited and such prohibitions shall be enforceable as any other violation of these restrictions by any resident in the development or by public body. The purchaser of a lot in said development shall, upon constructing any residence upon his lot, or any person making use of his lot, 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 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. The minimum size of the culvert shall be 18 inches in diameter with not less than a 1.7 square foot waterway opening. The design of water well systems must first be approved by all state, county or city health authorities having jurisdiction over such matters before water well drilling commences.

(A) No septic tank will be placed within 50' of water well.

(B) No perforated septic line will be placed within 150' of water well.

XI

No road, street or other vehicular passageway shall be opened through any lot in this development except as may be deemed reasonably necessary by the Seller, its successors or assigns, for the good development of this subdivision.

XII

All lots in said subdivision are sold subject to easements for public utilities as may be already existing, as reflected by the recorded plat, or as may become reasonably necessary for the Seller, its successors or assigns, to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities. All lots in said subdivision are sold subject to roads and buildings lines as shown on the recorded plat of DECKER PLACE.

XIII

The Seller or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person or persons, from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF HICKORY HILLS, JOINT VENTURE has caused these presents to be executed by its sole general partners on this 13th day of MAY, 1977.

HICKORY HILLS, JOINT VENTURE

BY Floyd V. Fluker
FLOYD V. FLUKER, GENERAL PARTNER

BY William E. Dark
WILLIAM E. DARK, GENERAL PARTNER

THE STATE OF TEXAS
COUNTY OF HARRIS

Vol. 995 PAGE 921

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FLOYD W. FLUKER, a Partner of Hickory Hills, Joint Venture, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of May A.D. 1977.



J. L. Galt
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM B. DARK, a Partner of Hickory Hills, Joint Venture, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of May A.D. 1977.



J. L. Galt
Notary Public in and for Harris County, Texas.

FILED FOR RECORD
AT 12 O'CLOCK noon
JUN 8 1977

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By: [Signature]

FLOYD W. FLUKER, C.P.A.
REAL ESTATE - INVESTMENTS

(713) 282-4001

201 ESPERSON BUILDING
HOUSTON, TEXAS 77002

AMENDMENT TO RESTRICTIONS

DEEDS

7733191

FOR

DECKER PLACE

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

WHEREAS, by instrument dated May 13, 1977, recorded in Volume 995, Page 917 Deed Records of Montgomery County, Texas, Hickory Hills, Joint Venture, a Texas General Partnership, acting by Floyd W. Fluker and William E. Dark, its general partners, being the owner of the property covered and affected thereby, did adopt and establish certain restrictions, reservations and covenants affecting Decker Place, a subdivision in Montgomery County, Texas, according to Map of record in Cabinet "B", Sheet 67, Map Records of Montgomery County, Texas.

WHEREAS, the said Hickory Hills, Joint Venture, a Texas General Partnership, the owner of more than two-thirds (2/3) of the land area of land in said subdivision, pursuant to paragraph II of the aforementioned restrictions, desires to amend certain provisions as originally contained therein, so that the properties in Decker Place shall be hereafter held and conveyed subject to the covenants, conditions, stipulations and restrictions set forth in said instrument, as amended by the terms and provisions hereof.

NOW, THEREFORE, the said Hickory Hills, Joint Venture, a Texas General Partnership, acting by Floyd W. Fluker and William E. Dark, its general partners, hereby amends the following provision as contained in the aforementioned restrictions, to wit:

Paragraph XI of the restrictions, as set out on page 4 of the aforementioned instrument is hereby deleted, and the following paragraph substituted in lieu thereof, so that paragraph XI shall hereinafter read:

Except for the East sixty feet (60) of Lot 48 of Decker Place, no road, street or other vehicular passageway shall be opened through any lot in this development except as may be deemed reasonably necessary by the seller, its successors or assigns, for the good development of this subdivision.

All of the other terms and provisions of said instrument shall remain as they are and their force and effect shall in no way be affected or impaired by the execution and filing of this instrument of amendment.

EXECUTED this 15th day of September, 1977.

HICKORY HILLS, JOINT VENTURE

By: Floyd W. Fluker
Floyd W. Fluker, General Partner

By: William E. Dark
William E. Dark, General Partner

THE STATE OF TEXAS }
COUNTY OF MONTGOMERY }

Before me, the undersigned authority, on this day personally appeared FLOYD W. FLUKER and WILLIAM E. DARK, sole general partners of HICKORY HILLS, JOINT VENTURE, 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 consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 15th day of September, 1977.

Dwain M. Darby
Notary Public in and for
Montgomery County, Texas



EILED FOR RECORD
AT 9 o'clock A.M.
SEP 20 1977
ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By Bobbie Wade Deputy

045-01-0541

REAL PROPERTY RECORDS

8040437

ASSIGNMENT OF RIGHTS
FOR
DECKER PLACE

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, HICKORY HILLS, JOINT VENTURE, a Texas General Partnership, acting herein by and through its sole General Partners, FLOYD W. FLUKER and WILLIAM E. DARK (hereinafter called "Assignor") did respectively on May 13, 1977, and on April 12, 1978, execute certain restrictions with respect to DECKER PLACE and DECKER PLACE SECTION TWO, subdivisions in the T. J. Stansbury Survey, Abstract No. 485, Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet B, Sheet 67, of the Map Records of Montgomery County, Texas, such restrictions having been filed for record in Volume 995, Page 917 and in Volume 1055, Page 745 of the Deed Records of Montgomery County, Texas (hereinafter referred to as the "Restrictions"); and

WHEREAS, Assignors have agreed to assign certain rights reserved to Assignors in the Restrictions to the DECKER PLACE CIVIC CLUB (hereinafter called "Assignee"), an organization consisting of the property owners of DECKER PLACE and DECKER PLACE SECTION TWO, subdivisions as hereinabove described;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged and confessed by Assignor, Assignor hereby ASSIGNS, TRANSFERS and CONVEYS unto Assignee all of Assignor's rights and privileges contained in the Restrictions, including but not ~~limited to~~ ^{ARTICLE 1B or 1C or 1D or 1E or 1F or 1G or 1H or 1I or 1J or 1K or 1L or 1M or 1N or 1O or 1P or 1Q or 1R or 1S or 1T or 1U or 1V or 1W or 1X or 1Y or 1Z} the following rights and privileges:

The right to approve plans and specifications for primary or secondary buildings, before commencement of work, and to determine architectural suitability and conformity with the Restrictions

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND
CHANGES WERE PRESENT AT THE TIME
THE INSTRUMENT WAS FILED AND RE-
CORDED.

Return to
PAUL RICK OSHMAN
RICHIE & GREENBERG, P. C.
1200 S. POST OAK, # 520
HOUSTON, TEXAS 77056

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045-01-0542

and the right to inspect and approve used buildings being moved onto any building site, and such other rights established pursuant to Article IX of the Restrictions.

All of Assignor's rights having been assigned to Assignee hereunder, Assignor shall have no further rights with respect to the above-referenced matters.

With respect to the approval by Assignee of any plans and specifications for primary or secondary buildings, to determine architectural suitability and conformity with the Restrictions, persons seeking such approval shall submit plans and specifications to the President of the Decker Place Civic Club. As of the date of execution of this document, the President of the Decker Place Civic Club is:

Russell E. Ginn
14310 Decker Drive
Magnolia, Texas 77355

Assignee shall have the right to change the name and address of such agent by placing a notice of record in the Property Records of Montgomery County, Texas.

This Agreement is executed on this the 21 day of October, 1980.

"ASSIGNOR"

HICKORY HILLS, JOINT VENTURE

BY: 

FLOYD W. FLUKER
GENERAL PARTNER

BY: 

WILLIAM E. DARK
GENERAL PARTNER

"ASSIGNEE"

DECKER PLACE CIVIC CLUB

BY: 

RUSSELL E. GINN
PRESIDENT

045-01-0543

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority for the above-stated State and County, on this day personally appeared FLOYD W. FLUKER, General Partner of Hickory Hills, Joint Venture, 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, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of October, 1980.

Nina Davis
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES 3-13-81
Nina Davis

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority for the above-stated State and County, on this day personally appeared WILLIAM E. DARK, General Partner of Hickory Hills, Joint Venture, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of October, 1980.



Doris E. Gunderson
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES 8-5-81
Doris E. Gunderson

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority for the above-stated State and County, on this day personally appeared RUSSELL R. GINN, President of Decker Place Civic Club, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said company.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of October, 1980.

Dorothy Blanton
NOTARY PUBLIC IN AND FOR
Harris COUNTY, TEXAS
Dorothy Blanton

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the Public Records on the date and at the time stamped hereon by me, and was duly RECORDED, in the official Public Records of said County of Montgomery County, Texas.

NOV 12 1980

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

1980 NOV 12 AM 9:30

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS