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DEEDS

STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

X

That I, CLARK G. THOMPSON, TRUSTEE, owner of that certain tract or parcel of land subdivided into and described as Holiday Oaks, Section 3 in Montgomery County, Texas in accordance with the map or plat attached as an exhibit to these restrictions, do hereby place, create and establish the following conditions, covenants and restrictions effecting the use and/or occupancy of each tract in said Section 3 of Holiday Oaks as shown upon said plat and the owners thereof respectively, and such conditions, covenants and restrictions will inure to the benefit of all of the owners herein, their heirs, successors and assigns as follows, to wit;

(1) These restrictions and restrictive covenants constitute a general plan for the improvement of all of the property in the Subdivision and for the maintenance and preservation of its uniform desirable character, and are to run with the land and shall be binding on all parties until November 1, 1986; at which time such restrictions shall be automatically extended for consecutive periods of five (5) years each, unless, by vote of the then owners of a majority of the lots in such subdivision, it is agreed to alter, amend or rescind the same in whole or in part.

(2) These restrictions shall be binding upon the owners of all tracts in said Subdivision, and on all persons holding or claiming any right of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect to any of such tracts, it shall be the legal right of any other person owing an interest in any property in the Subdivision to institute and

maintain any proceeding at law or in equity against the person or persons violating or attempting to violate any of such restrictions, provided that no person or persons shall be liable in damage for any violation or breach of such restrictions, except for a violation or breach committed during his or her ownership and control of said property. Failure to enforce any restriction herein contained shall not be deemed to be a waiver of the right to enforce such restriction at any time thereafter, as to the same violation or breach, or as to a violation or breach occurring either prior or subsequent thereto.

(3) All of the tracts in Section 3 of said Subdivision are designated as residential lots and shall be used only for residential purposes, as hereinafter more particularly provided.

(4) No street, road, or other easement for the purposes of access shall ever be permitted in such subdivision, other than those presently platted, save and except for such additional roads, streets or alley ways as may be taken by any governmental authority having the power of eminent domain.

(5) Only one single family private dwelling unit or residence designed for the occupancy of one family and one appurtenant garage shall be erected on any residential tract in said Subdivision, except that one single family dwelling unit and a single family garage apartment may be constructed upon one tract, provided the main single family dwelling unit is completed and occupied prior to use of the garage apartment unit for living purposes.

(6) No dwelling which shall not include at least six hundred (600) square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways, or garages, shall be constructed on any tract or portion of any tract, and such dwelling shall not be located on any tract or portion of said tracts or tracts within the 12 foot utility easement or nearer to the front line than twenty-five (25) feet

or nearer to a side line than five (5) feet. Twelve foot utility easement along all tracts as may be needed for installation of utilities.

(7) Exterior walls of all buildings and improvements shall be constructed of masonry, wood or asbestos shingles, or wood siding and all exposed wood surfaces shall be painted with at least two coats of good quality paint. The main dwelling shall have a hip or gable roof surfaced with tile, gravel or shingles and no corrugated iron or roll roofing or shed type roof shall be permitted. Garages shall be constructed of the same material as the main dwelling, provided that if the garage is detached from the house it may be constructed of wood siding covered with two coats of good quality paint.

(8) No old or existing house or structure shall be moved or placed on any tract in the Subdivision without written approval of the owner and developer of the Subdivision.

(9) All improvements placed on any tract in the Subdivision shall be erected and completed on or before One Hundred Eighty (180) days from the date of commencement thereof, such improvements will be erected and used so as to front upon the street that such lot faces, except that on any corner tract the garage or garage apartment, if permitted, may be erected and used facing on the side street. A corner tract shall be deemed to front on the street on which it has the narrower frontage.

(10) No residence or other building of any kind of what is commonly known as "boxed" or "sheet metal" or "Tar paper shacks", nor no tent, or shack or barn or house trailer or temporary structure of any type shall be erected, placed or permitted to remain on any tract in said Subdivision.

(11) All lavatories, toilets and bath facilities shall be built indoors, be connected with adequate septic tanks and constructed to comply with all specifications of State and local health authorities, and no

outside toilets, pits, trenches, or other surface toilets shall be permitted under any circumstances.

(12) No bill boards, sign board or unsightly objects of any kind shall be installed or maintained on any residential tract of such Subdivision.

(13) No residential tract shall be used for raising hogs, goats, sheep, rabbits, dogs, cats, or other animals for commercial purposes, or as a place for keeping horses, mules, cattle or other animals, provided that the occupant of each residence may keep domestic animals including not more than one (1) milk cow or one (1) horse for his own use and pleasure.

(14) No public nuisance, or offensive, noisy or illegal trade or calling or act shall be done, suffered or permitted in any portion of the Subdivision.

(15) No building structure or any part thereof, shall be constructed or permitted to extend over, or encroach upon any street or utility easement as shown by the Plat of this Subdivision.

(16) All grants, sales and conveyances of tracts shall be subject to the street and utility easements as shown by the plat of said subdivision and shall be further subject to these restrictions.

(17) No tract in said Subdivision nor any interest therein shall ever be sold, leased, or rented to, or occupied by a person of other than the Caucasian race.

(18) The purpose of the foregoing restrictions is to maintain a high standard of living conditions in the Subdivision and thereby make it a desirable residential section, and in order to accomplish this purpose and objective, it shall be the right and privilege of any owner of property in the Subdivision to enforce such restrictions in any manner provided by law. In the event of a violation or attempted

violation of any of such restrictions by any person, seller shall not be in any way responsible, either financially or otherwise, but will use reasonable efforts, personally or through sales representatives to adjust such violations.

(19) All tract owners shall pay to such association as may be formed the sum of ONE DOLLAR (\$1.00) per month to be used for the upkeep, maintenance of road, easements, and other purposes for the benefit of all owners; and such charge when imposed, shall be secured by a Vendor's Lien, which is hereby retained; but such lien shall be inferior and subordinate to any construction lien to provide improvements on any tract, and all circumstances and rules thereof, provided all such charges and liens securing it shall reattach against any subsequent purchaser or owner.

EXECUTED this the 20th day of October, A.D. 1966.

Clark G. Thompson
Clark G. Thompson
Trustee

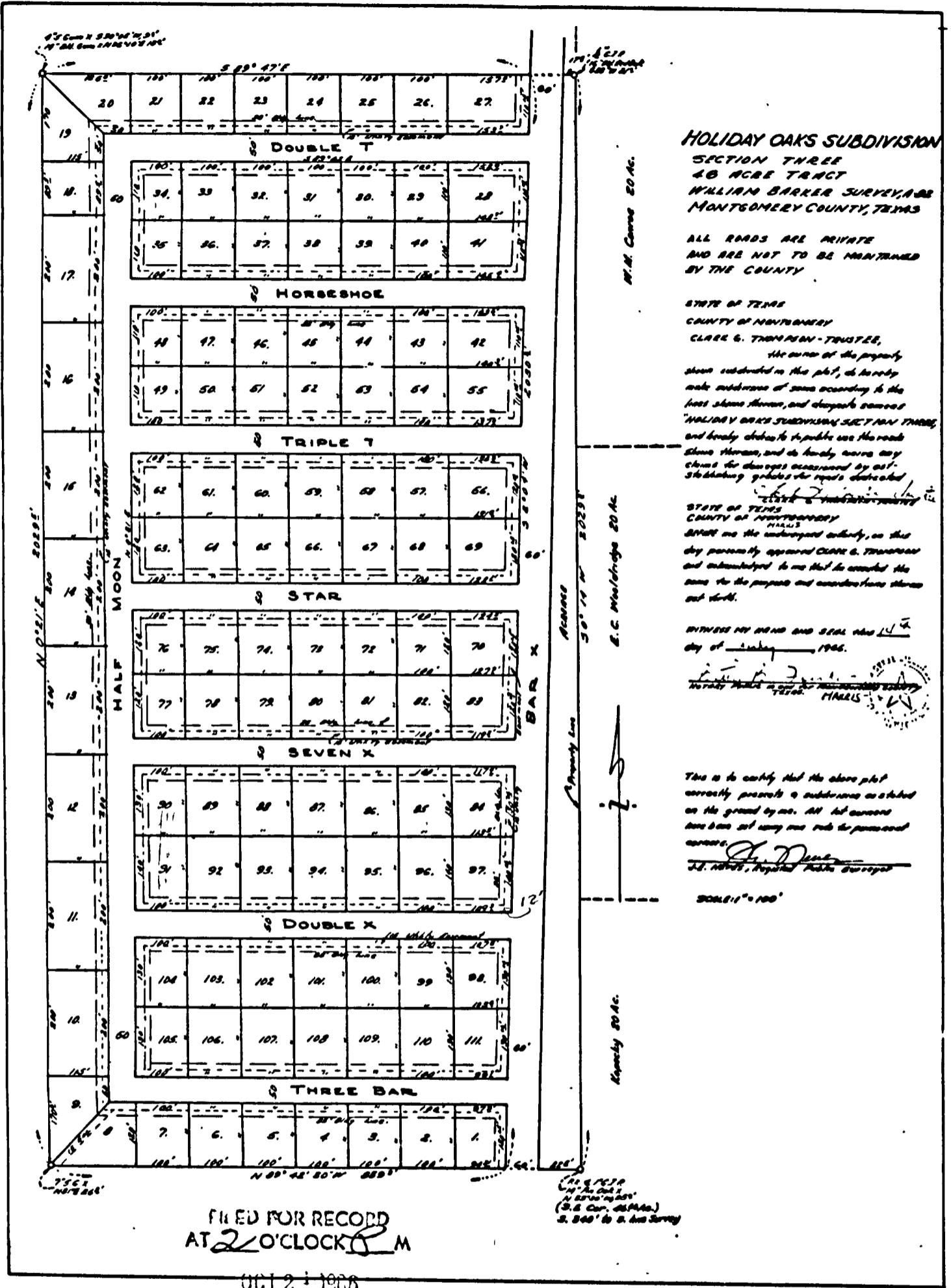
THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared CLARK G. THOMPSON, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of October, A.D. 1966.

Elizabeth S. Main
Notary Public in and for
Harris County, Texas





**HOLIDAY OAKS SUBDIVISION
SECTION THREE
40 ACRE TRACT
WILLIAM BARKER SURVEY, 82
MONTGOMERY COUNTY, TEXAS**

ALL ROADS ARE PRIVATE
AND ARE NOT TO BE MAINTAINED
BY THE COUNTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
CLARE G. THOMPSON, TRUSTEE,
the owner of the property
shown subdivided on this plat, do hereby
make subdivisions of same according to the
lots shown thereon, and designate same as
"HOLIDAY OAKS SUBDIVISION, SECTION THREE,"
and hereby declare to the public use the roads
shown thereon, and do hereby waive any
claim for damages occasioned by any
shutting up grades for roads dedicated

STATE OF TEXAS
COUNTY OF MONTGOMERY
HAROLD
before me the undersigned authority, on this
day personally appeared CLARE G. THOMPSON
and acknowledged to me that he executed the
same for the purposes and considerations therein
set forth.

WITNESSE MY HAND AND SEAL this 14th
day of January, 1906.

[Signature]
Notary Public in and for the County of Montgomery,
Texas. HAROLD

This is to certify that the above plat
correctly presents a subdivision as stated
on the ground by me. All lot corners
have been set using iron rods for permanent
corners.
[Signature]
J. S. HAYES, Registered Public Surveyor

SCALE 1" = 100'

FILED FOR RECORD
AT 2 O'CLOCK P.M.

OCT 2 1906

W. T. HOOPER
Clerk County Court, Montgomery Co., Tex.
BY: *[Signature]* DEPUTY

(21 1/2 x 10 1/2)
1/4" = 100'
(S. B. Co. Plat. No.)
S. 800' to S. Line Survey