

## RESTRICTIONS OF OAKWOOD ACRES

A SUBDIVISION OUT OF THE JOHN SMITH

ABSTRACT NO. 533, MONTGOMERY COUNTY TEXAS

THE STATE OF TEXAS {  
 COUNTY OF MONTGOMERY {

WHEREAS, BLUE BELL MANOR UTILITY CO., INCORPORATED, A Texas Corporation, is the owner of a certain tract or parcel of land containing 146.86 acres of land in the John Smith, Abstract 533, in Montgomery County, Texas, and;

WHEREAS, said tract has been subdivided into a recorded subdivision known as Oakwood Acres does hereby create the following set of restrictions in order to insure to all purchasers in said subdivision that the properties thereof will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners; and accordingly, the following conditions, restrictions and covenants are hereby established to be 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 purchasers or future owners in Oakwood Acres Subdivision. Each purchaser or future owners, or party holding possession under person, agree that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants as herein set forth.

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT BLUE BELL MANOR UTILITY COMPANY, INCORPORATED, A Texas Corporation, acting by and through its duly authorized officers, of the County of Harris, State of Texas, in consideration of the premises set forth above, do herewith place the following restrictions upon said Oakwood Acres Subdivision and each and every part and parcel thereof, to-wit:

1. The conditions and restrictions covenants shall be binding upon the land and the purchasers thereof until January 1, 1999, and may be extended for additional ten (10) year periods thereafter, provided that three-fourths (3/4ths) of the owners of tracts in said subdivision agree in writing properly filed in the office of the County Clerk of Montgomery County, Texas, that the said restrictions shall be continued for such period, and provided that such written agreements shall be made and filed within the last two (2) years of the period during which the restrictions are enforceable. In any instrument of extension, the three-fourths, or 75%, shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions.

2. It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions and easements. It is further provided that the invalidation of any one or more of these easements, covenants, or restrictions, or any part thereof, by a judgement of a Court, or any court order or in any other fashion, shall not in any way affect the other provisions hereto, which shall remain in full force and effect.

3. It is expressly understood that all lots, tracts, and lands in all of said subdivision with the exceptions hereinafter mentioned shall be known and described as residential lots and property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purpose. In this connection, it is understood and agreed that tracts designated as Reserve "A" & "B" are not in any manner limited and restricted to residential usage, but may be used for commercial purposes. Anything herein to the contrary notwithstanding, however, except, for such commercial usage, all restrictive covenants and conditions shall apply to the said two (2) tracts, further provided, however, that in the event of their use for commercial purposes that the square footage may be less than eight hundred square feet, that the set back requirement from the road are waived, and all restrictions against billboards or any other type of advertising are also waived: however, should such lots be used for residential purposes then residential restrictions shall apply in every respect.

4. No building or trailer shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than fifty (50) feet to the front lot line or nearer than ten (10) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No more than one (1) single family residence per tract will be permitted.

5. A Mobile Home may be used as a residence, provided that it shall be a minimum of ten (10) feet wide, forty (40) feet long, or a total of four hundred (400) square feet. No Mobile Home older than five (5) years shall be placed on any residential lot. It is agreed and understood that before a Mobile Home is moved onto this property, it must be approved by the developer, its successors or assigns, or a committee elected by the majority of the property owners. All Mobile Homes must be underpinned by either brick, stone, aluminum, wood or corrugated plastic materials. Aluminum and wood materials must be painted to match the exterior color of the Mobile Home. These skirts must be completed within ninety (90) days from date of moving the Mobile Home onto the property. No residence, other than Mobile Homes, shall be erected or placed upon the said property which does not contain at least eight hundred (800) square feet of living area, exclusive of open porches and garages. No building shall be erected or placed on said property that has not been approved by Blue Bell Manor Utility Company, Inc., or an elected committee.

6. No basement, tent, shack, garage, barn or out-building in this tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence be moved onto a building plot in the addition without the written consent of the developer or its designated representative.

7. Any fence that faces a street must be of wood or steel construction. Barb-wire fencing facing a street will not be allowed.

8. Lot purchasers, and owners, shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformation development.

9. 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 will be allowed. No more than two (2) head of livestock or horses, per acre, will be permitted.

10. No hunting or discharge of firearms shall be permitted.

11. It is specifically agreed that tract or lot owners shall not excavate, remove, or sell the soil, not cut, sell or remove timber other than is necessary for residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of said property.

12. Whenever a residence, or dwelling of any nature, 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. Drainage of septic tanks or sewage into roads, 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.

13. No outside toilets shall be or maintained on any premises and all plumbing shall be connected to a septic tank constructed and installed in accordance with the County and State Health specifications.

14. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No used building material shall be stored in view. No leaves, brush, timber, debris or trash of any nature shall be placed, disposed of or burned within the road right-of-ways.

15. No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than one (1) foot square, one sign of not more than five (5) feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

16. All properties are restricted against industry, pipeline yards, junk yards, including automobile junk parts places, or any business that gives off odor, fumes, dust, smoke, noise or vibrations. No business building shall be erected, placed, or altered on the said property covered by this contract until the type of business plans, specifications, and plot showing locations of such buildings has been approved as being in conformity with the covenants and restrictions contained in this contract, by the Developer, its successors or assigns.

17. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or permitted upon any lot. The exception to this restriction shall be the site on north boundary line of this subdivision. Equipment necessary to drill a water well will be permitted.

18. No inoperative motor vehicles will be stored or parked on the premises. All vehicles shall have a current license tag and state inspection sticker.

19. Upon constructing a driveway into the tract, the buyer shall place a culvert of at least eighteen inches at a point between the roadway and his property so as to provide free flow in the borrow ditch, and such culvert must have adequate fill over and around the sides to provide good ingress as required by the county.

20. All tracts are sold subject to easement for public utilities as may be already be existing or as may become reasonably necessary for Blue Bell Manor Utility Co., Inc., 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. In addition to the easements designated there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easement. All existing roads are hereby dedicated as public road easements to insure 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.

21. A 150 foot radius sanitary easement is herewith created around the water well located in Lot 1, Block 3. No septic tanks or septic drain fields will be permitted within this 150 foot radius.

22. It is understood that by acceptance or the execution of any contract for Deed of assignment, the purchaser or grantee thereof, whether a corporation partnership, firm or otherwise, agrees and covenants for himself, his heirs, and legal representatives, successors or assigns shall be binding upon him and all the parties stated during the effective period hereof. If any of said parties, their heirs, legal representatives, successors or assigns shall violate or attempt to violate any of the covenants contained it shall be lawful for any other person or persons

or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against violators, either to prevent any violation or to recover damages for the breach thereof, or for both injunction and damages, or for any other relief obtainable for such violation or attempted violation. These restrictions shall be construed as covenants running with the land, and are enforceable by or on behalf of any, one or more, of the owners of land in said subdivision, their heirs or assigns.

WITNESS MY HAND, this 18<sup>th</sup> day of January, A.D. 1977.

Blue Bell Manor Utility Company, Inc.

By: Ralph S. Marek  
Ralph S. Marek, President



Edgar Hancock  
Edgar Hancock, Secretary

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Ralph S. Marek, known to me to be the person whose name is subscribed to the foregoing instrument, as President of BLUE BELL MANOR UTILITY COMPANY, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18<sup>th</sup> day of January, 1977.

Mary L. Keith  
Notary Public in and for Harris County, Texas



FILED FOR RECORD  
AT 10 O'CLOCK M.

APR 13 1977

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

NOTARY