

F841824

RESTRICTIONS

OLDE OAKS, SECTION TWO

111-91-1450

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, being all of the owners and lienholders of that certain 55.035 acres, more or less, of land out of the George H. Delesdernier Survey, A-229, in Harris County, Texas, which has been heretofore platted and subdivided into that certain subdivision known as OLDE OAKS, SECTION TWO, according to the plat of said subdivision recorded in Volume 244, Page 15 of the Map Records of Harris County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential lots in said OLDE OAKS, SECTION TWO, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restrictions, agreements, covenants and easements to apply uniformly to the use, occupancy and conveyance of all residential lots in OLDE OAKS, SECTION TWO, (described below), and each contract or deed which may be hereafter executed with regard to any lots in OLDE OAKS, SECTION TWO, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements, regardless of whether or not the said reservations, restrictions, covenants and easements are set out in full or by reference in said contract or deed, such residential lots in OLDE OAKS, SECTION TWO, being as follows:

- |                            |                             |
|----------------------------|-----------------------------|
| Block 1: Lots 1 through 6  | Block 6: Lots 1 through 12  |
| Block 2: Lots 1 through 6  | Block 7: Lots 1 through 22  |
| Block 3: Lots 1 through 25 | Block 8: Lots 1 through 40  |
| Block 4: Lots 1 through 10 | Block 9: Lots 1 through 9   |
| Block 5: Lots 1 through 34 | Block 10: Lots 1 through 11 |

Reserve "A" being 1.062 acres and Reserve "B" being 1.029 acres shown on the recorded plat are not subject to any of the restrictions, reservations or covenants set out herein except said Reserves are subject to the building lines and utility easements shown on the recorded plat.

1. LAND USE AND BUILDING TYPE

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family

dwelling not to exceed two stories in height and a private garage for not more than three 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 on the building site or by domestic servants employed on the premises.

## 2. ARCHITECTURAL CONTROL

No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee, consisting of Jim A. Miller, Glenn Ashcraft and W. Philip Conway, or their successors or assigns, 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 topography and finish grade elevation. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. No member of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Committee fails to approve or disapprove the plans and specifications submitted within thirty (30) days after the receipt of the required documents, approval shall not be required, and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing, and when given, will become a part of these restrictions. The Architectural Control Committee hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Olde Oaks Community Improvement Association, when One Hundred (100%) percent of all the lots in Olde Oaks and all subsequent sections of Olde Oaks Subdivision are occupied by residents.

## 3. MINIMUM SQUARE FOOTAGE WITHIN IMPROVEMENTS

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servants quarters,

shall not be less than eighteen hundred (1800) square feet, for a one story house, nor less than twenty-two hundred (2200) square feet for a house of more than one story.

4. LOCATION OF THE IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than five (5) feet to the rear lot line, nor nearer than three (3) feet to any side lot line. A garage or other permitted accessory building shall be located a minimum of fifty (50) feet from the minimum front building set back line. All residential structures shall front on the street on which it has the smallest footage. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing street, and no chain link fences shall be erected on any properties whatsoever located in OLDE OAKS, SECTION TWO. Any wall, fence or hedge erected as a protective screening on a lot shall pass ownership with title to the property, and it shall be owner's responsibility to maintain such protective screening thereafter.

5. COMPOSITE BUILDING SITE

Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than five thousand five hundred (5500) square feet in area or having a width of less than fifty-five (55) feet at the front building set back lines on the recorded plat of said subdivision unless approved by the Architectural Control Committee.

6. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and elsewhere in the records of Harris County, Texas, and no structure shall be erected upon any of said easements. Neither builder or 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. PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes except as herein referred to. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Kickerillo, or its assigns, may maintain as long as it owns property in OLDE OAKS, SECTION TWO, in or upon such portions of the property as Kickerillo determines, such facilities as in its sole discretion may be necessary or convenient, including, but not limited to, offices, storage areas and signs.

8. USE OF TEMPORARY STRUCTURES

Except as provided in paragraph 7, no structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building (except for living quarters contained herein for bona fide servants), shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. Kickerillo, or its assignees, will have the right to remove any such sign exceeding the five square feet which is placed on said lot and in so doing shall not be subject to any liability of trespass or other tort in connection therewith or arising with such removal.

10. STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently or permanently stored in the public street right of way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or within the fence which encloses the rear of the lot.

11. OIL AND MINING OPERATIONS

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

12. ANIMAL HUSBANDRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than two (2) dogs, house cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and 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 and hidden from view of street.

14. VISUAL OBSTRUCTIONS AT THE INTERSECTION OF PUBLIC STREETS

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

15. LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles, or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or the occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days' written thereof, Kickerillo, Olde Oaks Community Improvement Association, Inc. or either of their assignees, may without liability to the owner or occupant in trespass or otherwise enter upon said lot 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 necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

17. ROOFING MATERIAL

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon their written approval.

18. MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot unless hidden from outside view, and no radio or television aerial wires or antennae shall be placed or maintained on the outside of any building, nor shall any free standing antennae or any style be permitted. All radio or television aerial wires or antennae must be built within the main structure and not visible from outside of such structure. External "C.B." and "ham" equipment antennae are expressly prohibited.

19. MAINTENANCE FUND

Each lot shall be subject to an annual maintenance charge for the purpose of creating a fund to be known as Olde Oaks Community Improvement Association, Inc., and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge shall be payable annually to Olde Oaks Community Improvement Association, Inc., a non-profit corporation, in advance, on January 1 of each year, commencing with the date of conveyance of such lot by Kickerillo Company, its successors and assigns, and to secure the payment of such maintenance charge, a vendor's lien is herein and hereby retained against the above described property in favor of Olde Oaks Community Improvement Association, Inc., its successors and assigns, to secure the full and final payment of such maintenance charge. However, the aforesaid vendor's lien is expressly subordinate and inferior to any first mortgage lien on any lot in the subdivision. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed by Kickerillo, or its assigns, with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient (priority

being given to maintenance of cul-de-sac islands, esplanades and all other esthetic features located within county right of way), toward the payment for maintenance or installation of streets, alleyways, paths, parks, parkways, cul-de-sacs, esplanades, vacant lots, lighting, fogging, employing of policemen and workmen, enforcement of these restrictions and any other things necessary or desirable in the opinion of Olde Oaks Community Improvement Association, Inc. to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of Olde Oaks Community Improvement Association, Inc., in the expenditure of said fund shall be final as long as said judgment is exercised in good faith.

The annual maintenance charge shall be set by the Directors of the Olde Oaks Community Improvement Association, Inc., by December 1st of each year preceding the year for which the assessment is to be levied. The annual maintenance charge shall not exceed Five Hundred (\$500.00) Dollars except that the annual maintenance charge for the year next succeeding to a year in which Five Hundred (\$500.00) Dollars or more was assessed may be increased by no more than fifteen (15%) percent of the previous year's assessment. So long as the annual assessment charge for the previous year was equal to or greater than Five Hundred (\$500.00) Dollars, each succeeding year the annual charge may be increased by up to fifteen (15%) percent of the preceeding year's charge. An increase of more than fifteen (15%) percent in the annual maintenance charge, once the annual maintenance charge is equal to or greater than Five Hundred (\$500.00) Dollars, shall require the affirmative written vote of fifty-one (51%) percent of the property owners each time said increase in excess of fifteen (15%) percent is contemplated. Any annual maintenance charge not paid when due shall bear interest at the rate of ten (10%) percent per annum from the date it became due until paid. The execution of a contract for a deed to any residential building lot or plot by the owner thereof, as seller, shall not relieve the owner of liability for the payment of such annual maintenance charge, and the owner and purchaser thereunder shall be jointly and severally liable for the payment thereof. To secure the payment of the annual maintenance charge, a vendor's lien shall be retained in each deed from Kickerillo Company, or its assigns, against the residential building lot or plot conveyed by such deed, which lien shall be reserved in favor of the Olde Oaks Community Improvement Association, Inc., their successors and assigns.

The maintenance charge shall remain effective until October 31, 1998, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either October 31, 1998, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to October 31, 1998, or at any time prior to the expiration of any successive ten (10) year period thereafter.

20. RIGHTS OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

21. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Olde Oaks, Section Two, and their heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

22. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions and which shall remain in full force and effect.

23. AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind



111-91-1458

the land for a term of forty (40) 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 by Kickerillo at any time within five (5) years from the date of this instrument. Also, this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded in the Office of the County Clerk of Harris County, Texas.

IN WITNESS WHEREOF, we have hereunto set our hands this the 1st day of October, 1978.

ATTEST:

Dorothy G. Morris  
Dorothy G. Morris, Secretary

KICKERILLO COMPANY (Owner)

By: W. Philip Conway  
W. Philip Conway, President

ATTEST:

N. J. Baird  
N. J. Baird, Assistant Cashier

ALLIED BANK OF TEXAS (Lienholder)

By: Frank J. Reilly  
Frank J. Reilly, Vice President

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared W. Philip Conway, President, and Dorothy G. Morris, Secretary, of KICKERILLO COMPANY, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of October, 1978.

Sherrill V. Robinson  
Notary Public in and for  
Harris County, Texas.

SHERRILL V. ROBINSON  
Notary Public in and for Harris County, Texas  
My Commission Expires July 2, 1979

111-91-1453

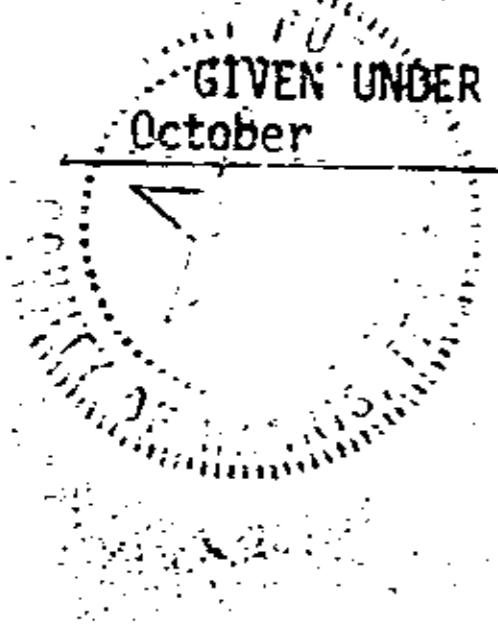
THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared

Frank J. Reilly, Vice President and  
Walter James Baird, Assistant Cashier of

ALLIED BANK OF TEXAS, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of October, 1978.



*Margaret Kemick*  
Notary Public in and for  
Harris County, Texas.

MARGARET KEMICK  
Notary Public in and for Harris County, Texas  
My Commission Expires August 4, 1979

*✓ Vetto*

*RICKERILLO COMPANY  
1300 TEXAS STREET  
HOUSTON TEXAS 77002*