

V 2370
P 298 thru 299

950034
2 pgs

map
V. 037070

RESTRICTIONS & COVENANTS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Provided, however, that 51% of the lot owners may amend or change these restrictions at any time.

2. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawfull for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

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

3. No building shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the architectural control committee as to quality or workmanship and materials, harmony of external design with existing finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than theminimum building set back line unless similarly approved. Approval shall be provided in Part "3-A".

A. The architectural control committee is composed of J.A. Hamilton, M.F. James and W.E. Little, majority of the committee may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. If at any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

B. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. No lot shall be used except for residential purposes, except that rental garage apartments may be erected at the rear of lots on which a permanent residence has already been constructed.

5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

6. No trailer, basement, tent, shack or garage, barn or any other building erected in the 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.

nothing since 1961

11-30-1951

7. Easements affecting all lots in this tract are reserved as shown on the recorded plat for installation and maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat there is hereby designated and dedicated for the use of all public utility companies an unobstructed aerial easement five feet wide from a plane twenty feet above the ground upward located adjacent to said easements as dedicated on said plat.

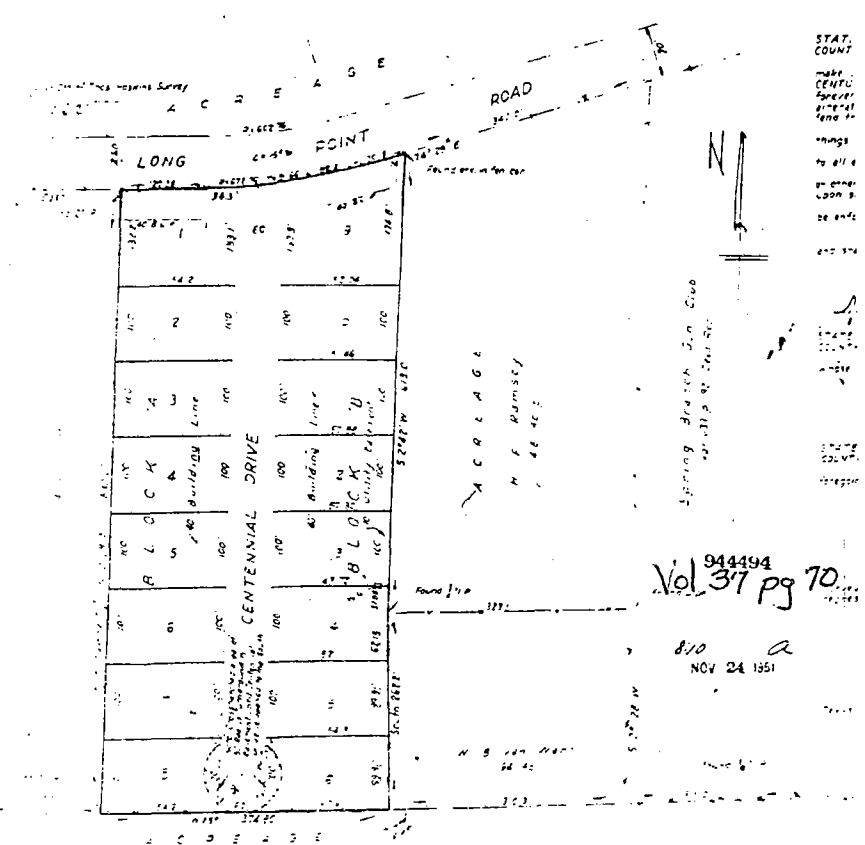
8. No building or structure shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat of this subdivision. Eaves, steps and open porches shall not be considered part of a building, but this definition shall not permit any portion of a building, including the aforesaid, to encroach upon any adjoining lot, except when two or more adjoining lots are used as one building plot.

9. And no house shall contain less than 1100 square feet in living area exclusive of porch and or garage.

10. All building residences and other structures shall be painted with at least two coats of paint.

11. No outdoor toilets shall be erected, constructed or maintained; all toilets and baths shall be installed with and connected to a septic tank or sanitary sewer.

These restrictions/covenants were recorded in Harris County November 30th, 1951.



STAT. COUNTY
MAYBE
CENTURY
EASEMENT
GENERAL
1950
PLAT
CHANGES
TO ALL
ON OTHER
LOTS
BE MADE
BY THE
OWNER
OF THE
LARGE
PLAT
RECORD
OFFICE

944494
Vol. 37 pg 70
8/10 a
NOV 24 1951

CENTURY OAKS

TRACT OUT OF THE JOHN SHAPER LANDS
THOMAS HOSKINS, SURVEYOR, HARRIS COUNTY
PLAT 37, PAGES 68 AND 69 AND 70
SCALE 1" = 40'
SURVEYED BY ENGINEER

298

Filed for Record Dec. 13, 1951, at 10:50 o'clock P.M.
Recorded Jan. 17, 1952, at 9:10 o'clock A.M.
W. E. MILLER, Clerk County Court, Harris County, Texas.
BY Tommy Ross, Deputy

THE STATE OF TEXAS } 950034
COUNTY OF HARRIS }

J. A. HAMILTON, M. F. JAMES and W. E. LITTLE, all of the County of Harris, State of Texas, the owners of those certain lots, tracts or parcels of land comprising CENTURY OAKS, a subdivision of a 7.1007 acre tract out of the Fritz Schaper lands in the Thomas Hoskins Survey in Harris County, Texas, according to the plat thereof filed for record in the Office of the County Clerk of Harris County, Texas, under file No. 944494, to which plat reference is here made, do for themselves, their heirs and assigns, covenant and agree that all and every lot in said CENTURY OAKS SUBDIVISION shall hereafter be subject to the following covenants and restrictions, to-wit:

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Provided, however, that 50% of the lot owners may amend or change these restrictions at any time.

(2) If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

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

(3) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be provided in Part "3-10".

(a) The architectural control committee is composed of J. J. HAMILTON, M. F. JAMES and W. E. LITTLE. A majority of the committee may designate a representative to act for it. In the event of death, or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

said Belle Reid, her heirs and assigns, the vendor's lien and deed of trust lien heretofore existing upon the land and premises aforesaid, and declare said note fully paid and discharged and all liens securing the same fully released.

WITNESS our hands this the 28th day of February, A. D. 1950.

Robert Guy Wallace
Robert Guy Wallace
Mable A. Wallace
Mable A. Wallace

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Robert Guy Wallace and Mable A. Wallace, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mable A. Wallace, wife of the said Robert Guy Wallace, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mable A. Wallace, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN under my hand and seal of office this 28th day of February, A. D. 1950.

Henry Ballard
Notary Public in and for Harris County,
Texas.

