

196303

RESTRICTIONS & COVENANTS

DEEDS

PERTAINING TO "SOUTHERN OAKS" SUBDIVISION OF 69.86 ACRES OUT OF THE JOHN DORSEY SURVEY, ABSTRACT NUMBER 174, MONTGOMERY COUNTY, TEXAS.

STATE OF TEXAS :
COUNTY OF MONTGOMERY :
 : WITNESSETH

THAT, SOUTHERN OAKS, INC., OF CONROE, MONTGOMERY COUNTY, TEXAS HAS AGREED, FIXED AND ADOPTED THE FOLLOWING RESTRICTIONS AND COVENANTS UPON ITS SOUTHERN OAKS SUBDIVISION, SECTION NO.(1), PLAT OF WHICH HAS BEEN DULY FILED IN THE OFFICE OF THE COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS UNDER FILE NO. 194959, SAID PLAT MAP OF SOUTHERN OAKS RECORDED IN VOLUME 7, PAGE 387 OF THE MAP RECORDS IN THE COUNTY CLERK'S OFFICE OF MONTGOMERY COUNTY, TEXAS.

- (1) PURCHASER WILL BE PERMITTED TO CUT AND REMOVE THE NECESSARY TREES ON THAT PORTION OF HIS OR HER TRACT WHERE A RESIDENCE AND OTHER BUILDINGS RELATED TO RESIDENCE ARE TO BE BUILT, BUT OTHERWISE NO MARKETABLE TIMBER TO BE CUT OR SOLD UNTIL PURCHASER HAS PAID TO SOUTHERN OAKS CORPORATION AT LEAST ONE-HALF($\frac{1}{2}$) OF THE PURCHASE PRICE FOR THE FARM TRACT, OR OTHERWISE RECEIVES PERMISSION FROM THE SOUTHERN OAKS CORP.
- (2) NO DUMPING OR SEWAGE INTO ROAD DITCHES AND ALL GARBAGE TO BE BURNED OR BURIED, AND NO BUILDING TO BE CONSTRUCTED WITHIN 45 FEET OF ROAD LINES.
- (3) THE PREMISES HEREIN CONVEYED IS FOR RESIDENTIAL PURPOSES ONLY, AND NO OWNER SHALL ENGAGE OR UTILIZE HIS OR HER TRACT FOR ANY TYPE OF COMMERCIAL USE.
- (4) NO MOBILE HOMES OR HOUSE TRAILERS, TEMPORARY DWELLINGS, HOUSES OR STRUCTURES, TENTS, ETC., WILL BE PERMITTED.
- (5) ANY RESIDENCE CONSTRUCTED ON AN OWNERS TRACT SHALL CONTAIN A MINIMUM OF ONE-THOUSAND(1000) SQUARE FEET OF LIVING AREA. SLAB FOUNDATIONS REQUIRED FOR ALL RESIDENCES. ALL RESIDENCES TO BE BUILT WITH MINIMUM OF ONE-HALF($\frac{1}{2}$) BRICK OR SIMILAR BRICK MATERIAL.
- (6) NO OUT DOOR TOLIETS PERMITTED, AND THE RESIDENCE SHALL BE SERVICED BY A SEPTIC TANK WITH A MINIMUM CAPACITY OF 500 GALLONS, AND A MINIMUM OF 150 FEET OF FIELD DRAIN CONNECTED TO SAID SEPTIC TANK. GREASE TRAPS WILL BE REQUIRED ON ALL RESIDENCES.
- (7) NO HOGS, GOATS, SHEEP PR WILD ANIMALS PERMITTED ON PROPERTY. THE OWNER WILL BE PERMITTED TO HAVE ONE(1) HORSE ON A TRACT OF LAND, PROVIDED THAT SAID OWNER OWNS A MINIMUM OF TWO(2) ACRES. DOMESTIC FOWLS ARE PERMITTED FOR FAMILY USE. ALL SUCH LIVESTOCK MUST BE KEPT HOUSED AT LEAST 125 FEET FROM THE FRONT PROPERTY, AND ALSO 125 FEET FROM OTHER PROPERTY LINES, AND ALL BUILDINGS TO HOUSE SUCH ANIMALS MUST BE AT LEAST 125 FEET FROM THE PROPERTY LINES, AND SUCH BUILDINGS MUST BE CONSTRUCTED WITH NEW MATERIALS. NO TAR PAPER SIDING OR ITS EQUIVALENT WILL BE PERMITTED ON PROPERTY.
- (8) ANY TRACT RESOLD IN SOUTHERN OAKS SHALL NOT BE REDIVIDED INTO LESS THAN ONE-HALF($\frac{1}{2}$) ACRE IN SIZE.

THESE RESTRICTIONS AND COVENANTS SHALL RUN WITH THE LAND AND ARE TO BE BINDING ON ALL PARTIES, SELLERS AND PURCHASERS, AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 1999, AT AND AFTER WHICH TIME SAID RESTRICTIONS AND COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF TEN(10) YEARS UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE TRACTS VOTE TO CHANGE IN WHOLE OR IN PART.

INVALIDATION OF ANY ONE OF THESE RESTRICTIONS OR COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER PROVISIONS HEREOF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

NO VIOLATION OF THESE RESTRICTIONS AND COVENANTS ON THE PART OF ANY PERSON ACQUIRING ANY TRACT OF LAND IN THIS SUBDIVISION SHALL EFFECT OR IN ANY WAY INVALIDATE ANY LIEN OR LIENS UPON SUCH TRACT OR TRACTS OF LAND GIVEN TO SECURE THE PAYMENT OF NOTES FOR PURCHASE MONEY ADVANCED AND/OR IMPROVEMENTS MADE AND TO BE MADE, BUT SUCH LIEN OR LIENS SHALL REMAIN IN FULL FORCE AND PRIORITY IN THE CASE OF ANY JUDGEMENT AGAINST ANY SUCH OWNER OF ANY TRACT OR TRACTS OF LAND, SAID PREMISES SHALL NEVERTHELESS REMAIN SUBJECT TO SUCH LIEN OR LIENS AND TO THE LIEN OR LIENS SECURING ANY RENEWAL OR EXTENSION OF SUCH INDEBTEDNESS OR NOTES OR ANY PART OF THEM; BUT NO RELEASE OF ANY SAID RESTRICTIONS OR COVENANTS IS INTENDED HEREBY AS AGAINST THE ORIGINAL PURCHASER, HIS HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR SUCCESSORS, AS THE CASE MAY BE, AND SALE UNDER A FORECLOSURE OF THE LIEN OR LIENS HEREIN ABOVE RECITED SHALL PASS TITLE TO THE TRACT OR TRACTS OF LAND SUBJECT TO THESE HEREINBEFORE RECITED RESTRICTIONS AND COVENANTS.

IT IS UNDERSTOOD HEREIN THAT THESE RESTRICTIONS AND COVENANTS ARE ADOPTED FOR THE PURPOSE OF INSURING UNIFORMITY AND HARMONY IN CONNECTION OF DWELLINGS ERECTED AND TO MAINTAIN AN EXCLUSIVE RESIDENTIAL SUBDIVISION AND TO CARRY OUT A GENERAL PLAN FOR THE PROTECTION, BENEFIT AND USE OF EVERY PURCHASER OF TRACT OR TRACTS THEREIN, WHICH WILL ENHANCE THE VALUE OF SAID TRACTS FOR EACH AND EVERY OWNER.

IN WITNESS WHEREOF THE CORPORATION ABOVE NAMED HAS CAUSED THESE PRESENTS TO BE SIGNED BY IT AT CONROE(MONTGOMERY COUNTY), TEXAS, THIS THE 10TH DAY OF OCTOBER, 1966.



Richard E. Hill

RICHARD E. HILL, PRESIDENT
SOUTHERN OAKS, INC.

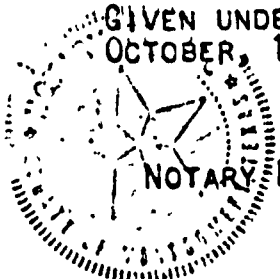
Dave Nicol

DAVE NICOL, VICE PRESIDENT SECRETARY
SOUTHERN OAKS, INC.

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED RICHARD E. HILL AND DAVE NICOL, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS PRESIDENT AND VICE PRESIDENT OF THE SOUTHERN OAKS CORPORATION, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND AS THE ACT OF SAID RICHARD E. HILL AND DAVE NICOLS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 10TH DAY OF OCTOBER, 1966.



Katy Hill

NOTARY PUBLIC IN AND FOR MONTGOMERY COUNTY, TEXAS

Filed for Record at 3 o'clock p.m. 10/10/66 W. T. Hooper,
Clerk County Court, Montgomery Co., Texas - By *W. T. Hooper* Deputy

RESTRICTIONS AND COVENANTS APPLICABLE TO SOUTHERN OAKS (SECTION II) SUBDIVISION in the JOHN DORSEY SURVEY, ABSTRACT 174, MONTGOMERY COUNTY, TEXAS.

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

WHEREAS, ERNEST L. BUTLER and JONATHAN THORNBERRY, of Montgomery County, Texas, are the owners in fee simple of the hereinafter described premises in Montgomery County, Texas:

Being SOUTHERN OAKS (SECTION II) SUBDIVISION in the JOHN DORSEY SURVEY, ABSTRACT 174, Montgomery County, Texas, as per map or plat of said Subdivision recorded in Volume 9, Page 59, Map Records of Montgomery County, Texas;

and,

WHEREAS, it is the desire of said owners of said Subdivision, for the purpose of insuring harmonious, pleasant and satisfactory living conditions in a residential subdivision, and to insure means for mutually safe-guarding and enhancing the value of investments in said Subdivision by each property owner therein, to fix and adopt the restrictions and covenants set forth hereinafter, which said restrictions, covenants and provisions shall govern the development and use of said subdivision, and shall be binding upon the undersigned, their heirs and assigns, for the term stipulated herein.

GENERAL PROVISIONS

1. TERM: These covenants, restrictions and/or provisions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from date; after which time said covenants, restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part at the expiration of any such ten (10) year period.

2. SEVERABILITY: Restrictive covenants, and each part of any covenant, shall be held severable, in that the invalidation of any covenant or part thereof by Court Judgment shall not run to any other provision by restrictive covenants, and said other provisions shall remain in full force and effect.

3. ENFORCEMENT: Enforcement of restrictive covenants shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any restrictions, covenants or terms, and legal remedy shall lie in restraint of violation or in recovery of said damages. The right of legal action in enforcement shall accrue to any owner of property in this subdivision or any claimant thereunder, and to any political unit or government authority having jurisdiction in the matter in question.

4. LIENS: Liens upon any lot, building site or tract of land in this subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns, or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in force and effect.

5. EASEMENTS: It is understood and agreed that the easements granted herein are reserved as permanent easements and are not subject to the time limit applicable to other restrictions.

6. ARCHITECTURAL CONTROL: 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. Approval shall be as provided in Part 7. hereof.

7. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee is composed of Ernest L. Butler, Jonathan Thornberry and Bessie Butler, all of Conroe, Montgomery County, Texas. 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 it any of its powers and duties.

8. PROCEDURE: 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 thirty (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.

9. RESTRICTIONS: These restrictions, covenants, terms and provisions shall apply to all of SOUTHERN OAKS (SECTION II) SUBDIVISION in said JOHN DORSEY SURVEY, ABSTRACT 174, Montgomery County, Texas.

RESTRICTIONS

1. LAND USE: No lot, building site or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-dwelling house not to exceed two and one-half stories in height and a private garage for the family vehicles. No business of any type, kind, or character, or apartment house, nor any occupation or business for commercial gain or profit shall be done or carried on on said residential area. All parts of said Subdivision are hereby designated as a residential area.

2. EASEMENTS: Easements as shown and called for on the official plat of said subdivision have been dedicated for the installation, operation and maintenance therein of utilities servicing the needs of residents in this subdivision. Ground easements are drawn and marked on the official plat. All facilities of storm sewers, water mains, sanitary sewers, gas mains, electric power lines and telephone lines will be installed upon street right of way and easements as dedicated on the official plat. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation, political unit having due and legal authority to install, own and operate such system, and no right of ownership therein, or any part thereof, shall pass to any owner of real property in this Subdivision by virtue of such ownership. The owners of utility systems shall have the rights of ingress and egress for purposes of installation, operation and maintenance, and, for like purposes, shall have prior rights in the use of land under easement as against the owner of such land.

3. BUILDING SITES: A building site consists of one lot, or one or more lots or parts of lots, or parts of two adjoining lots. Building sites made up of fractional parts of adjacent lots shall be no smaller in area and have no less footage than the larger of the two lots as shown on the official plat, if there be any difference between the size of the two lots involved. Under no circumstances shall a residence be built on less than one whole lot as dedicated on the official plat.

4. BUILDING TYPE AND SIZE: The building erected upon any building site shall consist of not more than one one-family dwelling establishment. No building shall be erected upon any building site, nor any building altered, placed or permitted to remain on such site other than one detached one-family dwelling, together with housing space for usual family requirements, such as garage, household laundry, storage, or servant's quarters. The covered part of the dwelling proper, exclusive of garage, shall contain not less than one thousand (1,000) square feet on one-story dwellings, and shall contain not less than thirteen hundred (1,300) square feet on two-story dwellings. Said square foot areas shall be measured exclusive of open porches, garages and servant's quarters. Garages may be built attached to or separate from the dwelling proper. All buildings shall have either concrete slabs or solid beam foundations and no concrete block or brick pier foundations shall be used with void spaces between piers along front sides of unit. All buildings shall be constructed with brick covering at least sixty (60%) per cent of the outside area. No building shall be erected off of the premises and moved into said Subdivision. That is, no other building shall be moved from other premises into said Subdivision and all buildings or units shall be constructed and erected on said premises.

5. BUILDING LOCATION ON SITE: For these purposes, porches, stoops, bays and covered areas are considered a part of the building.

No part of any building shall be closer than twenty-five (25') feet from the front property line and shall be no closer than fifteen (15') feet to interior side division lines of building sites. The drip line of eaves shall be kept back from side and back property lines by at least one foot. In cases where building is done adjacent to easements, encroachments upon such easements by any part of such building, including foundations and eaves, shall be at the owner's risk. All residences shall be erected with the front thereof facing the street with the smallest area adjacent to said lot. That is, the residence shall be erected fronting on the street adjacent to the smallest frontage of said lot.

6. SEQUENCE OF BUILDING: No housing for garage, servant's quarters, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually under way.

7. TEMPORARY STRUCTURES: No temporary structures such as a trailer, tent, shack, shed, storage room, garage or mobile home shall be used at any time on any building site in this Subdivision as either temporary or permanent residence.

8. WATER SUPPLY: No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Montgomery County Health Unit. Approval of such system as installed shall be obtained from such authority.

9. SANITARY SEWERS: No cesspool or other individual sewage system shall be constructed or used on any lot except a septic tank system approved by the state and county health officers. Use of outside toilets shall not be permitted under any circumstances. No affluent line shall be discharged into any drainage line or ditch. All sewer systems shall be approved by the Architectural Control Committee and shall meet the requirements set by the State and County health officers and the Architectural Control Committee.

10. WALLS AND FENCES: Walls and fences, if any, shall be no higher than six (6') feet above ground; shall be no closer to front street property lines than the front of the dwelling located on said lot, and no closer than ten (10') feet to side street lines. Any erection of any wall, fence or other improvement on any easement shall be at the property owner's risk.

11. NUISANCES: No nuisance shall be maintained nor any noxious or offensive activity carried on upon any lot, building site, or tract of land in this Subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

12. GARBAGE AND TRASH DISPOSAL: Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any resident of this Subdivision is or may be created. No lot shall be used or maintained as a 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.

13. YARD APPEARANCE: All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material 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 any garbage, trash or rubbish.

14. ON-THE-STREET PARKING: At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonably regular use.

15. SIGNS: No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this Subdivision, except for builder's signs during the construction and sales period, or to advertise a property for sale, in which latter case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

16. PETS, POULTRY AND LIVESTOCK: No animals of any kind, livestock, or poultry 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 any commercial purpose.

17. MINERAL DEVELOPMENT: No oil well drilling, oil development operation, or oil refining of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks or mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots; provided, however, that this provision shall not prevent the leasing of the land above described, or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

18. FIREARMS: The use or discharge of pistols, rifles, shot guns or other firearms is expressly prohibited on any part of this Subdivision.

19. SIGHT DISTANCES AT INTERSECTIONS: No fence, well, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10') feet from the intersection of the street property line with the edge of a drive-way or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such light lines.

20. STREET LIGHTING CHARGE: After the completion of a residential home on said building site or sites above described, the occupant of such residence shall be charged a monthly charge of fifty (50¢) cents per month by the supplier of electricity to said Subdivision, which sum shall be added to the monthly bill said occupant receives each month from such supplier. Said sum shall be charged in order to cover the cost of electrical energy to operate the street lighting system to be installed in and upon the property in said Subdivision as outlined in Rate Schedule RIU. Said charge shall begin two years from and after the date of these restrictions and the utility company or party furnishing said electrical energy shall have the same privileges of collecting said fifty (50¢) cents

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monthly charge as it has to the ordinary electrical bill for electricity furnished to said premises.

EXECUTED this 5th day of May, A. D. 1971.

Ernest L. Butler
Ernest L. Butler

Jonathan Thornberry
Jonathan Thornberry

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared ERNEST L. BUTLER and JONATHAN THORNBERRY, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of May, A. D. 1971.



Nan Ainsworth
NAN AINSWORTH
Notary Public in and for
Montgomery County, Texas.

FILED FOR RECORD

AT 11 O'CLOCK A.M.

JUN 17 1971

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.

By Diane W. Ford Deputy