

37328

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

That I, W. R. Romine of the City of Houston, Harris County, Texas, being the owner of all the real property platted and subdivided as Holly Springs, Section 1, a Subdivision of 68.26 acres of land in the Solomon Brown Survey in Harris County, Texas according to the plat of said subdivision filed for record in the office of the County Clerk of Harris County, Texas on August 26, 1958, under File No. 30623A for the purpose of creating and carrying out a uniform plan for the development and maintenance of Holly Springs, Section 1 as an attractive and desirable suburban subdivision do hereby make, impose, adopt, promulgate and establish the following covenants, restrictions and reservations on all property in said Holly Springs, Section 1 (except portions thereon marked "Reserve") all of which shall constitute covenants running with the land and shall inure to the benefit of and be binding upon me, my heirs, executors, administrators and assigns and upon all of the owners of property in said subdivision except the portions thereof shown on said plat as "Reserve", their heirs and assigns.

*W. R. Romine*  
W. R. Romine

STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared W. R. Romine, 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 29 th day of August, 1958.



*Joseph S. [Signature]*  
Notary public in and for  
Harris County, Texas

1. It is expressly understood that the lots in said subdivision shall be known and designated as residential lots and shall not during the effective dates and periods of these restrictions be used or be permitted to be used for any other purpose. Not more than one single family residential dwelling may be built on any lot.
2. No trade, or profession, or business and no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighbors. Anything which may not be an annoyance or nuisance to the neighborhood because of the lack of next-door neighbors shall be discontinued in the event neighbors shall occupy the adjoining lot, or lots and said activity shall then be a nuisance or annoyance to the next-door neighbor.
3. The owners shall comply strictly with each and every legal, sanitary, health and police law, ordinance and regulation as same now exist or may hereafter exist.
4. No advertising signs or billboards shall be placed upon any lot except that when any lot is offered for sale by the owner, Said owner may place upon said lot offered for sale, a single "FOR SALE" sign of the dimensions of no more than 24 inches by 18 inches.
5. The easements reserved as shown on the plat of said subdivision are for the installation and maintenance of utilities, drainage facilities, and paths for the common benefit of all owners of lots in said subdivision.
6. No animals, livestock or poultry may be kept or permitted except that not more than two dogs or two cats or one dog and one cat may be kept as pets and for no other purpose whatsoever. No barn or stable shall be erected or constructed on any lot. Nothing herein contained shall be construed as permitting the keeping of pets which become a nuisance or obnoxious to the occupants of neighboring property, or which become a hazard to the health, welfare and well-being of the community. No pen, cage or house for pets shall be maintained nearer than ten (10) feet from the property line.
7. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted in said subdivision, nor shall oil well, tanks, tunnels, mineral excavations or shafts be

permitted, and no derrick or other structure designed for use in boring or drilling for oil or natural gas shall be erected, maintained or permitted.

8. Each lot shall be subject to an annual maintenance charge of not more than five (5) mills per square foot of area contained in such lot. For the present such maintenance charge shall be payable to and administered by W. R. Romine. As soon as ten (10) lots have been sold the then owners of such lots shall designate a committee of three to whom said maintenance fund shall be paid and who shall have the responsibility of administering the same; said maintenance charge shall be secured by a vendor's lien upon said lot and is to be paid annually in advance, the first of such payments to be due and payable on January 1, 1959. Said committee shall be known as the "Holly Springs Maintenance Fund Committee" and shall be elected annually on July 1, the first election to take place on July 1, next after the sale of the tenth (10th) lot. The committee shall have the right to adjust the amount to be paid from year to year to meet the need but in no event shall the amount to be paid be more than five (5) mills per square foot per year. Said funds as collected shall be applied so far as they may be sufficient toward the payment for the maintenance and the improvement of roads, streets, sidewalks, curbs, gutters, drainage, paths, parkways, esplanades, vacant lots, fire protection, police or watchman service, lighting, recreational facilities, legal expenses in connection with the enforcement of these restrictions, and doing any other thing necessary or desirable in connection with the maintaining or improving of the subdivision. Said annual charges shall continue so long as these restrictions are continued or until such time as said property has been annexed by or incorporated into some municipality, whichever should occur first.

9. No building shall be erected, placed or altered upon any lot until the building plans, specifications and the plot plans have been submitted to and approved in writing as to quality of materials, workmanship, harmony and design, by the Architectural Control Committee. Said Architectural Control Committee shall be initially composed of W. R. Romine, H. J. Pedersen, Mrs. E. C. Stokes. One, but not more than one, member of said Architectural Control Committee may designate a representative to act for him on a submittal of plans, business meeting or other matters. In the event any member of the Architectural Control Committee shall resign, for any reason, or fail to perform the services imposed upon him the remaining members of such committee shall appoint a successor to such resigned or deceased member. No compensation or fees of any description

shall be paid to any member for his services on said committee.

10. The Architectural Control Committee shall approve or disapprove any plans submitted, in writing. In the event the committee shall fail to approve or disapprove such plans within 30 days after the plans and specifications and plot plans 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 have been deemed to have been fully complied with.

11. All improvements shall be constructed on said tract or parcel of land so that the same shall face the street upon which the lot faces. In the event the tract or parcel faces upon two streets said improvements shall be constructed to face upon the street designated by the Architectural Control Committee, and in such a manner as to have a presentable appearance from each of said streets or roads.

12. No used house or building shall be moved on any lot without the written consent and permission of the Architectural Control Committee hereinabove provided for. No used building materials shall be used for the exterior construction of any structure without the written consent and permission of said Architectural Control Committee.

13. No residential structure shall be erected unless it has an actual living space of at least 1,500 square feet exclusive of porches and garages, provided, however that a residential unit of approximately fourteen feet by twenty one feet will be permitted, as a week-end cabin, on lots 32 to 35 inclusive, 39 to 41 inclusive, 46 to 48 inclusive, 53 to 55 inclusive, and 62, 68, 69. Said unit to be approximately 7 feet from rear property line and at least 130 feet from front building set-back line. Said cabin is never to be used as a permanent residence.

14. One (1") inch expansion joints shall be provided in concrete driveways and sidewalks at not more than twenty (20') foot intervals; the first joint in said driveways to be at the edge of the sidewalk. No dwelling shall be erected or placed on any lot or part of a lot having a width of less than eighty (80') feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot or part of a lot having an area of less than 10,000 square feet. Walls and roofs of detached garages and servants' quarters shall be of the same material and color as used for the main residence. All residences shall be constructed on a concrete slab or on continuous concrete grade beams.

15. Garages shall not be permitted to open on to or face the street on which the house faces, and in no event shall said garages be permitted to be erected within the minimum set-back line. All garage doors shall be of the overhead type. Car-ports may be considered by the Architectural Control Committee.

16. No trailer, basement, tent, shack, garage, barn or other out-building shall be erected on any lot at any time except as provided for in Section 13 hereof. No structure of whatever character, including the structures built for residential purposes, shall be occupied or used until the same is completed both on the inside and outside.

17. No fence, wall, lattice, etc. shall be erected or placed nearer the front street than the front of the main dwelling or the building set-back line, and no fence, wall, lattice, hedge or shrubs which obstruct the sight lines at points between two (2') feet and six (6') feet above the roadway shall be permitted or placed on any corner tract 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. No hazardous obstruction shall be permitted. No building or structure of any kind shall be erected closer than ten (10') feet to the side property line.

18. No cesspool shall ever be dug, used or maintained and all toilets shall be connected with a county approved septic tank until such time as sanitary service may be available for use in connection with such lots. The drainage of septic tanks into roads, streets or ditches, either directly or indirectly, is prohibited.

19. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements is five (5) months, and in allowing this length of time consideration is given to situations that might arise from said improvements being constructed by a purchaser in his spare time. Any failure to comply with this provision by not completing such improvement within such time shall be construed as a violation hereof and shall entitle any party interested in maintaining such restrictions to maintain an action by mandatory injunction, or for damages, or for both.

20. No materials shall be stored upon any lot except where the same are to be used for the construction of improvements thereon, and in any event only while operations for the construction of such improvements are in progress. No trash, ashes, cinders or other refuse shall be placed upon any lot, assembly or play area or street. In the event any owner shall permit trash, garbage, refuse or other unsightly materials to accumulate upon or be placed upon any lot the maintenance fund committee shall have the right to cause such trash, garbage, refuse or other unsightly materials to be removed and the cost of so removing such trash, garbage, refuse or other unsightly materials shall be charged to the owner of such lot and shall be paid by such owner promptly upon demand and shall be secured in the same manner as such maintenance fund.

21. The exterior of all structures shall be of acceptable brick, stone, or comparable materials and workmanship, and shall be completely and permanently finished

and if part of such exterior is of wood or material requiring painting, then same shall be finished with at least two coats of paint or stain. No residence, building or other structure shall be deemed completed under the terms hereof until these provisions have been complied with in every respect. No driveway or culvert from the street to any lot shall have an opening less than necessary for the free drainage of water in and along road ditch.

22. These restrictions are covenants running with the land and the purchaser or grantee takes said property subject to the foregoing restrictions and conditions above set out, and agrees that said covenants shall be binding upon said purchaser or grantee during the effective period hereof.

23. These restrictions and covenants shall inure to and shall be for the benefit of the purchasers of all lots in said subdivision and each lot owner shall have the right to take such action at law or in equity which he may deem necessary or proper for the enforcement of said restrictions and covenants and said restrictions and covenants shall inure to the benefit of and shall be binding upon said lot owners their heirs, executors, administrators and assigns.

24. These restrictions and covenants shall remain in full force and effect until January 1, 1983, and shall continue in effect for a period of ten (10) years thereafter unless on or before January 1, 1983, a majority of the owners of lots in said subdivision shall execute and file in the office of the County Clerk of Harris County, Texas, an instrument in writing terminating all or any part of such restrictions and covenants; and similarly said restrictions and covenants shall remain in full force and effect of successive ten (10) year periods unless on or before the end of such ten (10) year period a majority of the owners of such lots shall file such instrument in the office of the County Clerk of Harris County, Texas. It is specifically provided that the owners of each lot as originally sold shall have one vote, or constitute one owner, in determining whether a majority of the owners of lots have executed such instrument terminating or changing such restrictions and covenants.

Filed for Record Aug 29, 1958 at 2:30 o'clock P.M.  
Recorded Oct. 16, 1958 at 4:10 o'clock P.M.

W. D. MILLER, Clerk County Court Harris County, Texas

By Mary Hatten Deputy

0022138

022138-1ST A 19 250

DEED RECORDS

DEED RESTRICTION AMENDMENT

VI 7830 303

44-30-1488

The STATE OF TEXAS )  
COUNTY OF HARRIS ) KNOW ALL MEN BY THESE PRESENTS:

That, W. R. Romine, being the major lot owner and developer in the Holly Springs Subdivision, Harris County, Texas, hereby agree that paragraphs Fourteen (14) and Seventeen (17) of the above mentioned Deed Restrictions recorded in the file of the County Clerks Office of Harris County, Texas in Volume 3556, Page Number 378 as pertains to:

Lot One (1) of Block One (1) in Section One (1) of the Holly Springs Subdivision in Harris County, Texas, according to a map or plat thereof recorded in Volume 57, Page 48; of the Map Records of Harris County, Texas, reference to which map and its record is here made for all purposes, are hereby amended so as to:

- (1) Permit the existing fence which is a chain metal link fence; four (4) feet high, to remain as it presently exists;
- (2) Permit the detached garage to remain as it presently exists.

Neither of these two items shall be considered as a violation of the restrictions mentioned above; and I agree that the restrictions are amended as pertain to this lot to permit the existence of the fence and the detached garage in their present condition so long as either may stand, and that either may be replaced by another fence or detached garage of equal standard as the fence or garage presently existing.

250 ✓

SIGNED this the 21st day of November, 1969.

*W. R. Romine*  
W. R. Romine

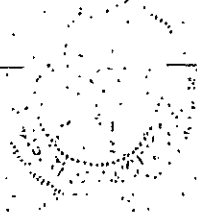


THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared W. R. Romine, 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 21st day of November, 1969.

*Ann B. Lupton*  
Notary Public in and for Harris County, Texas



1969 NOV 24 PM 3 18

FILED  
HARRIS COUNTY CLERK  
HARRIS COUNTY, TEXAS