

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

1065992

WHEREAS, Elton Brimberry is the owner of the following described tract of land out of the David Henson Survey; in Harris County, Texas, and more particularly described by metes and bounds as follows:

BEING 35.85 acres of land in the David Henson League, City of Houston, Harris County, Texas, more particularly described as follows:

BEGINNING at a point in the north line of said Henson League located West 4332.74 feet from its northeast corner, said point being at the intersection of the west line of Rosslyn Road with said north line, and being the northwest corner of Oak Forest Addition, Section 8 as per the recorded plat of said addition;

THENCE West 1701.90 feet along the north line of said league to the northwest corner of the tract herein described;

THENCE S. 1° 09' E. 1477.13 feet to the north line of West 43<sup>rd</sup> Street and the southwest corner of the tract herein described;

THENCE N. 88° 51' E. 480 feet along the north line of West 43<sup>rd</sup> Street;

THENCE N. 1° 09' W. 530.93 feet;

THENCE N. 88° 51' E. 230.58 feet;

THENCE S. 68° 02' 54" E. 338.82 feet to the west line of Rosslyn Road;

THENCE in a northeasterly direction along the west line of Rosslyn Road following a curve to the right having a central angle of 17° 29' 21" and a radius of 1186 feet for a distance of 361.67 feet to the end of said curve;

THENCE N. 35° 20' E. 683.25 feet along the west line of Rosslyn Road to the beginning of a curve to the left.

THENCE following said curve to the left having a central angle of 10° 54' 15" and a radius of 1085.13 feet for a distance of 206.51 feet to the place of beginning.

SAVE AND EXCEPT a one-eighth (1/8<sup>th</sup>) undivided interest in and to all of the oil, gas, coal, lignite and other minerals upon or under said land, said one-eighth (1/8<sup>th</sup>) interest having been reserved and excepted in favor of Douglas W. McGregor, his heirs and assigns in a Special Warranty Deed dated May 28, 1946, wherein Douglas W. McGregor was Grantor and Oak Forest Corporation was Grantee; also being subject to all easements, restrictions, reservations and conditions of record in the

Office of the County Clerk of Harris County, Texas, affecting this land as of the date of this instrument.

And, said Elton Brimberry has subdivided and platted said property as shown by the map of Oak Forest Section 12 and filed in Harris County Clerk's Office, on the 29<sup>th</sup> day of September 1952 under County Clerk's file No. 1,045,495.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

THAT, subject to the aforesaid easements, rights of way, and restrictions Elton Brimberry does hereby dedicate the streets, avenues, drives and parkways for use by the public as such, reserving the right to himself, his heirs and assigns, to at any time use the same for installation, maintenance, repairs and renewal of any and all public utilities, and does hereby agree that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements and restrictions as hereinafter set forth.

**DEFINITIONS**

The word "STREET" as used herein shall include any street, drive, boulevard, road, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "CORNER LOT" is one that abuts on more than one street. Any lot, except a corner lot, is deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street designated by the Architectural Control Committee as hereinafter provided.

**RESTRICTIONS**

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said Addition as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Elton Brimberry, his heirs and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said addition as shown by said plat and referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Elton Brimberry, his heirs and assigns and all subsequent purchasers of said property, and each such purchaser of said property by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and by the terms of this instrument.

**USE OF LAND**

(a) No signs, billboards, posters or advertising devices of any character shall be erected on any of the property without the written consent of the Architectural Committee hereinafter provided for, and such consent shall be revocable at any time.

(b) 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 any commercial purpose.

(c) No noxious or offensive trade or activity shall be carried on upon any of the property in Section 12 nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No dwelling shall be erected or placed on any lot or building site having a width of less than fifty (50) feet at the front building set back line and an area of less than fifty-five hundred (5500) square feet.

(e) All lots in the tract shall be known and described as residential lots and shall be used only for residential purposes; provided no detached garage, servants' house or outbuilding of any kind shall be erected on any lot nearer to the front property line than seventy (70) feet or nearer than three (3) feet from either side property line which abuts on another residential lot, or nearer than ten (10) feet from a side property line abutting on a street, or within the easement at the rear or on the side property line of said lot.

(f) No structure shall be erected on any residential lot except one detached single family dwelling not to exceed two stories in height and one one-car or two-car garage.

(g) The exterior walls of all dwelling units (including attached garages and porches) in this section shall be of brick veneer or natural stone veneer construction, except that gables and front and rear entrance ways may be of wood construction. Without in any way limiting the provisions of the preceding sentence, it is expressly provided that no exterior walls of any dwelling unit shall be constructed of asbestos shingles, concrete blocks, stucco, wood or fabricated stone. The type of exterior walls to be constructed in any dwelling unit must be approved in writing by the Architectural Control Committee before construction is begun.

(h) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale on said property or any part thereof, nor shall said property or any part thereof be used for illegal or immoral purposes.

(i) No structure shall be moved onto any lot.

(j) No trailer, basement, tent, shack, garage or any other out-building erected on any part of the property shall at any time be used as a residence, except as provided in paragraph (1) below, nor shall any residence of a temporary character be permitted.

(k) No temporary building shall be erected or maintained on any of the property except that builders actually engaging in the construction of residences on any of the property shall be entitled to erect and maintain temporary buildings necessary in connection with such construction, provided however, that all such temporary buildings must be removed from the property not later than December 31, 1956 and none of such temporary buildings shall ever be used for residential purposes at any time.

(l) No garage apartment for rental purposes shall be permitted. Living quarters on property other than in main building may be used for bona fide servants only and such living quarters shall not contain any kitchen facilities whatsoever.

(m) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(n) The Architectural Control Committee reserves the right to designate the direction in which improvements on any corner lot shall face, and such decision shall be made with due regard to the best general appearance to that immediate section.

(o) Dwellings on corner lots shall have a presentable appearance on all streets on which the corner lots abut.

(p) No residence shall be constructed on any lot or building site in this section for less than an actual cost of Five Thousand (\$5,000.00) Dollars. These restrictions concerning the value of improvements are to be given consideration based upon labor and material costs as of November 1, 1952.

(q) No residence shall be constructed on any lot or building site in this section with less than eleven hundred (1100) square feet of ground floor area exclusive of porches and garages.

(r) The building lines of any residence to be erected in this section shall be as follows:

Not less than twenty-five (25) feet from the front property line; and not less than five (5) feet from the side property lines, provided, however, that in the case of garages, the building line shall be three (3) feet from the side property line; and further provided that on all corner lots no structure shall be erected nearer than ten (10) feet from the side property lines which abut on a street.

(s) No fence, wall, hedge, pergola or any other detached structure shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the written consent of the Architectural Control Committee. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any corner lot nearer to the side street property line than ten (10) feet.

(t) No radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.

(u) No detached garage, detached servants house, or other out-building of any kind shall be erected on any lot nearer to the front property line than seventy (70) feet, or nearer than three (3) feet from either side property line which abuts on another residential lot, or nearer than ten (10) feet from a side property line abutting on a street, or within the easement at the rear or on the side property line of said lot.

Servants' quarters when attached to the main residence must be in rear of same. No outside toilets will be permitted. No out-buildings shall exceed in height the dwelling to which they are appurtenant.

The exterior walls of detached garages or other out-buildings permissible under these restrictions upon approval of the Architectural Control Committee may be build of frame construction and, excepting greenhouses, shall otherwise correspond in style and architecture to the dwellings to which they are appurtenant.

The right is reserved by the Architectural Control Committee to change these restrictions in the case of an unusual or irregular shaped lot or lots where same is required for the best appearance of the immediate community.

(v) Wherever wood exterior is permitted by these restrictions, such wood exterior at the time of construction shall receive at least two coats of paint.

(w) No building material of any kind or character shall be placed or stored upon any of the property in this section, except with prior written approval and consent of the Architectural Control Committee.

(x) No stumps, trees, underbrush or any refuse of any kind or scrap material from the improvements being erected on any lot, shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(y) 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 oil wells, tanks, tunnels, mineral excavation 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, maintained or permitted upon any lot.

### **ARCHITECTURAL CONTROL**

No buildings 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 exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

### **ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee is composed of Elton Brimberry, Glenn McMillan and H. H. LaCrone, all of Houston, 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 representatives 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.

The Committee's approval or disapproval as required in any of the covenants contained in this instrument 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.

### **DURATION OF RESTRICTIONS**

All of the restrictions and covenants herein set forth shall continue and be binding upon Elton Brimberry and upon his heirs and assigns for a period of twenty-five (25) years from the date this instrument is filed for record in the Office of the County Clerk of Harris County, Texas, and shall automatically be extended thereafter for successive periods of fifteen (15) years; provided, however, that the then owners of the legal title to the lots shown by the records of Harris County, Texas, as having more than fifty percent of the front footage of the lots shown on the recorded plat of Oak Forest, Section 12, may release all of the lots hereby restricted from any one or more of said restrictions and covenants at the end of the first twenty-five (25) year period or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the manner then required for the recording of land instruments at least two (2) years prior to the expiration of the first twenty-five (25) year period or at least two years before the expiration of any fifteen (15) year period thereafter.

### **RIGHT TO ENFORCE**

The restrictions herein set forth shall be binding upon Elton Brimberry, his heirs and assigns and all parties claiming by, through or under him or them, and all subsequent property owners in said Subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions, provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, Deed of Trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned.

The Architectural Control Committee shall have the right to enforce observance and performance of the restrictions, covenants, and conditions contained herein and in order to enforce the observance of performance of same, shall have the right in addition to all legal remedies, to an injunction, either prohibitive or mandatory. The owner or owners of any lot or lots affected shall

have the right either to prevent a breach of any such restriction, covenant or condition, or to enforce the performance of same by injunction, either prohibitive or mandatory, all in addition to any legal remedies such owner or owners might have for breach of any of such restrictions, covenants or conditions.

### **EASEMENT**

It is agreed that all sales and conveyances of lots and dedication of streets in said Subdivision shall be subject to any easements over, under, along and across such portions of each lot, as shown on the recorded plat and as may be reserved in each deed as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipelines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid mentioned.

There is also reserved and dedicated herewith for the use of all public utility companies, easements for down guy anchors and push braces adjacent to and within three (3) feet of the side lines of lots in said Subdivision, said down guy anchors and push braces to extend not more than twenty-five (25) feet from the centerline of the dedicated easements as shown on the map of said Subdivision. There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all dedicated utility easements as shown on the map of said Subdivision.

This instrument of dedication relates to and affects the above described property and shall not affect other property not herein described.

### **SEVERABILITY**

Invalidation of any one of these covenants or of any of the provisions of this instrument by judgement by Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

(Notary)

**IMPORTANT NOTE:**

February 2019: Deed Restrictions have been professionally transcribed from the originals that were created when Oak Forest was founded during the period between 1945-1960. Every effort was made to match the originals exactly, however, the poor quality of the original copies made transcription very difficult. Please reference the original documents filed with the Harris County Courthouse in the case of any questions about the transcription.