

1036676

RESTRICTIONS

DATE: August 15, 1952

FILED:

RECORDED: VOL. PAGE DEED

RECORDS OF HARRIS COUNTY, TEXAS.

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STATE OF TEXAS.  
COUNTY OF HARRIS.

WHEREAS, A. Mascari is the owner of the following described tract of land out of the David Henson Survey, in Harris County, Texas, particularly described by metes and bounds as follows:

BEING 66.03 acres of land in the David Henson Survey, City of Houston, Harris County, Texas, more particularly described as follows:

BEGINNING at the intersection of the west line of Donna Bell Lane 60 feet wide with the north line of Saxon 60 feet wide as both streets now exist;

THENCE S. 89°21'13" W. 2147 feet along the north line of Saxon to its intersection with the center line of T. C. Jester Boulevard based on the width of 120 feet;

THENCE in a northeasterly direction along the center line of T. C. Jester Boulevard proposed following a curve to the right having a central angle of 49°00' and a radius of 1200 feet for a distance of 1026.24 feet to a point of reverse curve;

THENCE continuing along the center line of T. C. Jester Boulevard proposed following a curve to the left having a central angle of 43°40'13" and a radius of 1109.36 feet for a distance of 845.55 feet to a point for corner;

THENCE S. 85°02'48" E. 372.47 feet;

THENCE N. 88°46' E. 1030 feet to a point in the west line of Donna Bell Lane, being the southeast corner of a tract of land conveyed by Oak Forest Corporation to the St. Stephens Methodist Church;

THENCE S. 1°14' E. 1620 feet along the west line of Donna Bell Lane to the place of beginning.

The foregoing field notes include 2.57 acres of land subject to an easement deed to the City of Houston from Oak Forest Corporation for the proposed extension of T. C. Jester Boulevard. Subject likewise to a one-eighth (1/8th) mineral interest owned by Douglas W. McGregor.

CONTINUED.....

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST **JAN 18 2002**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Dolores S. Lopez*  
DOLORIS LOPEZ Deputy

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT, A. Mascari 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 the installation, maintenance, repairs and renewal of any and all public utilities, and agrees, 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 work "STREET" as used herein shall include any street, drive, boulevard, road, lane, avenue, or 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, 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 Committee 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 Addition 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 A. Mascari, 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 A. Mascari, his heirs and assigns, and all subsequent purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and for the terms of this instrument as hereinafter set forth.

USE OF LAND:

- (a) No lots shall be used for anything other than residential purposes.
- (b) No sign of any kind shall be displayed to the public view of any residential 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 and sales period.
- (c) 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.

CONTINUED.....

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(d) No noxious or offensive trade or 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 neighborhood.

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

ARCHITECTURAL RESTRICTIONS

No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot or homestead in Oak Forest Addition, Section Fourteen, until plans and specifications have been submitted to and approved in writing by the Architectural Committee hereinafter constituted. Such approval is to include exterior design, the type of material to be used and the colors to be applied on the exterior of the structure, and such approval is to be based on the following general requirements stipulations and restrictions:

(a) No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

(b) All lots in the tract shall be used for residential purposes only.

(c) No structure shall be erected on any residential plot other than one single-family dwelling not to exceed two stories in height and one-one-or two car garage.

(d) No structure shall be moved on to any lot.

(e) No trailer, basement, tent, shack, garage or barn or other outbuilding erected in the tract shall at any time be used as a residence either temporarily or permanently, except as provided in paragraph (f) below, nor shall any residence of a temporary character be permitted.

No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets, or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(f) No garage apartment for rental purposes shall be permitted. However, this does not prevent occupancy of servants' quarters by domestic servants domiciled with an owner or occupant.

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

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

(i) Dwelling on corner lots shall have a presentable frontage on all streets on which that particular corner lots fronts.

(j) No residence shall be constructed on any lot or building site in the Addition for less actual cost than Six Thousand Dollars (\$6000.00). These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of July 1, 1952, and all future value of improvements it to be given consideration based upon comparable costs of labor and material at the time of construction, using the basic value hereinabove given.

CONT'D.....

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(k) No residence shall be constructed on any lot or building lot in this Addition with less than seven hundred-fifty (750) square feet of ground floor area exclusive of porches and garage.

(l) The building lines of any residence to be erected on Oak Forest Addition, Section Fourteen, 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 line except that on all corner lots no structure shall be erected nearer than ten (10) feet from property lines abutting a street. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

(m) No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes, shall be erected grown or maintained on any part of any lot forward of the front building line of said lot.

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

(o) No garage, servants' house or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet to the front property line, nor nearer than five (5) feet to either side property line, nor nearer than the easement on the rear or side property line of said lot.

This does not apply to garage and servants' quarters when attached to the main residence but any servants' quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

No outbuilding shall exceed in height the dwelling to which they are appurtenant. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

(p) No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at the time of construction shall receive at least two coats of paint.

(q) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line.

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(r) No stumps, trees, underbrush or any refuse of any kind nor 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.

(s) 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 excavations 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.

The Architectural Committee shall be composed of A. Mascari, Vincent F. Mascari, and Charles H. Sumner, all of Houston, Harris County, Texas, which committee and its successors are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full right and authority to act hereunder and to designate a successor. In the event said Committee or its designated representative fails to approve or disapprove, any design or location within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee, as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. After five (5) years from the filing of this instrument, the owners of fifty-one per cent of the lots in Oak Forest Addition, Section Fourteen, (one lot or homestead constituting one ownership) becoming dissatisfied with the Committee as then constituted, shall have the right to remove any member or members of said Committee, and may designate and appoint a new member or members by written petition bearing the signature of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

DURATION OF RESTRICTIONS:

All of the restrictions and covenants herein set forth shall continue and be binding upon A. Mascari 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 period 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, having more than fifty per cent of the front footage of

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DOLORE S. LOPEZ

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the lots shown on the recorded plat of Oak Forest Addition, Section Fourteen, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plat from said restriction or covenant created by deed from A. Mascari 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 and appropriate agreement or agreements in writing for such purpose 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 (2) years before the expiration of any fifteen (15) year period thereafter.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon A. Mascari, his heirs and assigns and all parties claiming by, through or under him or them and all subsequent owners in said addition, 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 restrictions covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said 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 as herein mentioned.

A. Mascari, his heirs and assigns, shall have the right to enforce observance and performance of such restrictions, covenants, and conditions and in order to prevent a breach or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any restrictions, covenant or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyances of lots and dedication of streets in said addition shall be subject to the easements and rights of way as shown on the map of Oak Forest Addition Section Fourteen, filed on the 8th day of August, 1952, County Clerk's File #1027787, Harris County, Texas, and to any easements over, under, along and across such portions of each lot 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, pipe lines and drainage ditches or structure 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.

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Such easements shall be for the general benefit of the Addition 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.

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 (3) feet of the side lines of lots in said Addition said down guy anchors and push braces to extend not more than twenty-five (25) feet from the center line of the dedicated easements as shown on the map of said Addition. 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 addition.

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

WITNESS my hand at Houston, Texas, this 2ND day of September, A. D. 1952

*A. Mascari*  
A. Mascari

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared A. Mascari, 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 2ND day of September, 1952

*Kathleen Hill*  
Notary Public in and For  
Harris County, Texas

Filed for Record Sept 4 1952 at 10:35 o'clock A.M.  
Recorded Sept 18 1952 at 8:14 o'clock A.M.

W. D. MILLER, Clerk County Court, Harris County, Texas  
By *Deputy* Deputy

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