

1100183

THE STATE OF TEXAS

COUNTY OF HARRIS:

WHEREAS, Frank W. Sharp is the owner of the following described tract of land out of the SAMUEL McCLELLAND AND DAVID HENSON SURVEYS, in Harris County, Texas, particularly described by metes and bounds as follows:

Being 135.62 acres of land in the Samuel McClelland and David Henson Surveys, Harris County, Texas, more particularly described as follows:

beginning at an iron pipe in the north line of the David Henson Survey, being also the south line of the Samuel McClelland Survey, located west 8230.5 feet from the northeast corner of said David Henson Survey:

Thence south 2402.96 feet to an iron pipe;

Thence west 207 feet;

Thence N. 4°05'30" E. 107.76 feet;

Thence S. 89°32'29" W. 1671.42 feet to the east right-of-way line of the F. W. D. C. R. 1. & P. RY;

Thence N. 26°14'30" W. 588.56 feet to the intersection of said R.R. right-of-way line with the east line of Mangum Road;

Thence N. 03°50'30" W. 1371.24 feet along the east line of said road to the southwest corner of the German Lutheran Church Tract;

Thence N. 69°22'30" W. 574.50 feet to the southeast corner of the said German Lutheran Church Tract;

Thence N. 0°02'44" W. 403.5 feet to the north line of the David Henson Survey, being also the northeast corner of the said German Lutheran Church Tract and in the south line of the Samuel McClelland Survey;

Thence N. 0°45'52" W. 195.4 feet to the northeast corner of the St. John's Church Tract;

Thence N. 89°21'35" W. 406.06 feet to the northwest corner of said St. John's Church Tract in the east line of the White Oak School Tract;

Thence N. 0°21'25" W. 118.74 feet to the northeast corner of the said White Oak School Tract;

Thence N. 89°40'30" W. 171.62 feet to the east line of Mangum Road;

Thence N. 03°54'30" W. 251.8 feet to the intersection of the east line of Mangum Road with the south line of Chrystell Lane;

Thence S. 89°42'30" E. 930 feet to a point in the south line of Chrystell Lane;

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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 Deputy
DOLORES LOPEZ

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Thence S. $0^{\circ}17'30''$ W. 100 feet;
Thence S. $89^{\circ}42'30''$ E. 214.02 feet;
Thence S. $83^{\circ}20'1''$ E. 292.79 feet;

Thence S. $89^{\circ}42'30''$ E. 300 feet more or less to a point in the center line of White Oak Bayou;

Thence down said Bayou approximately 100 feet to a point in the center line of White Oak Bayou;

Thence S. $19^{\circ}55'37''$ E. 340 feet more or less to the south line of the Samuel McClelland Survey;

Thence N. $89^{\circ}47'24''$ E. 617.76 feet to the place of beginning.

NOW, THESE PARTS, KNOW ALL MEN BY THESE PRESENTS:

THAT, Frank W. Sharp 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 word "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 Frank W. Sharp, 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

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DOLORÉS T. LOPEZ, Deputy

DOLORÉS T. LOPEZ

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 Frank W. Sharp, 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 on 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.

(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 homesite in Oak Forest Addition, Section Fifteen, until plans and specifications have been submitted to and approved in writing by the Architectural Committee

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herein after 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 known and described as residential lots except those areas designated on said map as reserve A and reserve B. Said areas shall be used only as public parks.

(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 out-building 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.

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

(j) No residence shall be constructed on any lot or building site in the Addition for less actual cost than Eight Thousand Dollars (\$8000.00). These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of January 1, 1953, and all future value of improvements is to be given consideration based upon comparable costs of labor and material at the time of construction, using the basic value hereinabove given.

(k) No residence shall be constructed on any lot or building site in this Addition with less than nine hundred (900) square feet of ground floor area exclusive of porches and garage.

(l) The building lines of any residence to be erected in Oak Forest Addition Section Fifteen, 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 except that on all corner lots no structure shall be erected nearer than ten (10) feet from property lines abutting a street, and in addition thereto the building lines of any residence to be erected on the following lots:

Lot Eleven (11) in block One (1)
Lot Twelve (12) in block Four (4)
Lot Fifteen (15) in block four (4)
Lots nine (9) and Ten (10) in block eight (8)
Lots eleven (11) and twelve (12) in block nine (9)
Lots twelve (12) and thirteen (13) in block fourteen (14)
Lots one (1) and Thirty Two (32) in block Twenty One (21)
Lots one (1) and three (3) in block Twenty Two (22)

in Oak Forest Section Fifteen shall comply with building lines as shown on map or plat of Oak Forest Section Fifteen dated January 29, 1953, and filed February 10, 1953, for record in Harris County, Texas under County Clerk's file #1091443. 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 or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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

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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 a street property line with the edge of a driveway 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 sight lines.

(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 servant's 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, without the written consent of the Architectural Committee. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

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

(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 Frank W. Sharp, Robert L. Jordan and Orlean H. Young, all in 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 representative to so act. 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. At any time a vacancy exists on said Committee, Frank W. Sharp shall have the right to fill any vacancies; and should he fail to do so within thirty days after receiving notice of such vacancy, the remaining members or

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Dolores S. Lopez Deputy
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member of the Committee shall have the right to fill any vacancy
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. Thereafter the owners of fifty-one per cent of the
lots in Oak Forest Addition, Section Fifteen (one lot or homesite
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 Frank W. Sharp, 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, having more than fifty per cent of
the front footage of the lots shown on the recorded plat of Oak
Forest Addition, Section Fifteen, 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 any
restriction or covenant created by deed from Frank W. Sharp 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 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

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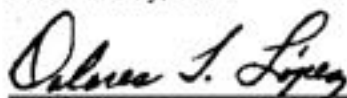
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expiration of the first twenty-five (25) year period, or at least two (2) years before the expiration of any fifteen (15) year period thereafter.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Frank W. Sharp, his heirs and assigns and all parties claiming by, through or under him or them and all subsequent property 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 restriction, 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 herein mentioned.

Frank W. Sharp, 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 restriction, 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 Fifteen, filed on the 10th day of February, 1953, under County Clerk's file Number 1091443, recorded in Vol. 41 page 27 map records of Harris County, Texas, and to any easements over, under, along and across such portions of each lot, as may be reserved in each

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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. 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 three (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 the above described property and shall not affect other property not herein described.

Witness my hand at Houston, Texas, this 13th day of February, 1953.


Frank W. Sharp

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BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas


DOLORIS LOPEZ Deputy

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THE STATE OF TEXAS
COUNTY OF HARRIS:

Before me, the undersigned authority, on this day personally appeared Frank W. Shapp, 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 11th day of March, A. D. 1953.



G. F. I. von Keffeleny
Notary Public, in and for
Harris County, Texas

Filed for Record March 19, 1953 at 11:50 o'clock P.M.
Recorded April 24, 1953 at 8:34 o'clock P.M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY James J. Patton Deputy

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