

THE STATE OF TEXAS |
COUNTY OF HARRIS |

753884

WHEREAS Oak Forest Corporation, a Texas Corporation, is the owner of the following described tract of land out of the David Henson Survey, in Harris County, Texas and more particularly described as follows:

Being 37.51 acres of land in the David Henson Survey, Harris County, Texas, more particularly described as follows:

Beginning at a point in the west line of Rosalyn Road as it now exists based on a width of 70 feet, said point being located at S.88° 46' W. 70 feet from the northwest corner of Block 54, Oak Forest Addition, Section 6, and being on a projection of the south line of Saxon;

Thence S. 88° 46' W. 967.50 feet;

Thence N. 1° 14' W. 1680 feet;

Thence N. 88° 46' E. 967.40 feet to the west line of Rosalyn Road as it now exists;

Thence in a southerly direction, following a curve in the west line of Rosalyn Road to the right having a central angle of 2° 08' and a radius of 174.6 feet, for a distance of 6.52 feet to the end of said curve;

Thence S. 1° 14' E. 1673.48 feet to the place of beginning, and containing 37.51 acres of land.

And said Corporation has subdivided and platted said property as shown by the map of Oak Forest Addition, Section Eleven, filed in the County Clerk's office of Harris County, Texas on the 27th day of April, 1950, under Clerk's file No. 737,443.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Oak Forest Corporation does hereby dedicate the streets, avenues, drives and parkways for use by the public as such, reserving the right to itself, its successors 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

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A CERTIFIED COPY

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

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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, 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 Corporation as hereinafter provided.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in Section Eleven of Oak Forest 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 Oak Forest Corporation, its successors 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 Oak Forest Corporation and its successors 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 by the terms of this instrument.

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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 Corporation, 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 Eleven, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 59 feet at the front building setback line and an area of less than 7000 square feet.

(e) All lots in the tract shall be known and described as residential lots and shall be used only for residential purposes.

(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 or two-car garage.

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

(h) No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence, except as provided in paragraph (i) 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.

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

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

(k) The Corporation reserves the right to designate the direction in which such 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.

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

(m) No residence shall be constructed on any lot or building site in this Subdivision with less than 800 square feet of ground floor area exclusive of porches and garage.

(n) The building lines of any residence to be erected in Section Eleven of Oak Forest Addition 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 the side property lines which abut on a street.

(o) 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, unless approved by the architectural control committee provided for herein.

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

(q) No garage, servant's house or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet from the front property line, or nearer than five (5) feet from either side property line, or nearer than the easement on the rear or side property line of said lot.

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

No outbuildings 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.

(r) 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.

(s) 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 materials 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.

(t) No stumps, trees, underbrush, 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.

(u) 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.

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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 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 Henry J. N. Taub, 909 Franklin Avenue, Houston, Texas; W. E. Robertson, Sr., 7520 Joplin St., Houston, Texas; and W. E. Junell, 905 Second National Bank Building, 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 designated 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 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.

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DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon the Corporation and upon its successors 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 Eleven, 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 (15) year period thereafter.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon the Corporation, its successors and assigns and all parties claiming by, through, or under it 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

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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.

Oak Forest Corporation, its successors and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order 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 such restriction, covenant or condition or to enforce the performance of same.

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, pipe lines, 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

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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.

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 Subdivision, 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 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 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 judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, OAK FOREST CORPORATION has caused these presents to be executed by its President and its

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corporate seal affixed hereto on this the 6th day of June, 1950.

OAK FOREST CORPORATION

Henry J. N. Taub
President



H. Reece
Reece, Secretary

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared HENRY J. N. TAUB, President of Oak Forest Corporation, a Texas Corporation, 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, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office this 6th day of June, 1950.



Ben Sachs BEN SACHS
Notary Public in and for Harris County, Texas.

Filed for Record June 12, 1950, at 10:50 o'clock A.M
Recorded June 21, 1950, at 9:10 o'clock A.M
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY Fern Handman Deputy

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