

589849

RESTRICTIONS - OAK FOREST SEC. V.

STATE OF TEXAS:

COUNTY OF HARRIS:

WHEREAS, OAK FOREST CORPORATION, a Texas Corporation, is the owner of the following described tract of land out of the W.P. MORTON SURVEY, in Harris County, Texas, particularly described by metes and bounds as follows:

BEING all that certain tract or parcel of land located in the W. P. Morton Survey, Harris County, Texas, more particularly described as follows:

Beginning at a point in the north right-of-way line of Rosslyn Road, said point being located S. 88°49' W. 462.49 feet from the southwest corner of Oak Forest Addition, Section Two;

Thence S. 88°49' W. 1057.98 feet along the north line of Rosslyn Road to the beginning of a curve to the right;

Thence following said curve to the right having a radius of 174.6 feet and a central angle of 89°57' for a distance of 214.88 feet to the end of said curve;

Thence N. 0°14' E. 145.55 feet along the east right-of-way line of Rosslyn Road to a point for corner;

Thence N. 88°49' E. 767.74 feet;

Thence N. 83° 00' 31" E. 430.25 feet;

Thence N. 77° 09' E. 433.26 feet to a point in the west line of Piney Woods Drive;

Thence S. 12°51' E. 160 feet along the west line of Piney Woods Drive to a point for corner;

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
JAN 18 2002

ATTEST: _____
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

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CUC T. LIEN

Thence S. 77°09' W. 115 feet;
 Thence S. 12°51' E. 154.8 feet;
 Thence S. 88°49' W. 342.49 feet;
 Thence S. 1°11' E. 100 feet to the place of

beginning and containing 11.76 acres of land.

And said Corporation has subdivided and plat-
 ted said property as shown by the map of Oak Forest,
 Section Five filed in Harris County Clerk's Office, on the
 Twentieth day of December, 1948, under
 County Clerk's File Number 586720.

WHEREAS, by deed dated November 26, 1948, Oak
 Forest Corporation sold and conveyed to Oak Forest Utilities
 Company certain easements and rights of way, over, along,
 under and across defined portions of the above described
 tract of land for water and sewer purposes, which said deed
 is of record in the Deed Records of Harris County, Texas,
 being designated by County Clerk's File Number 581236
 filed for record on November 29, 1948, to which deed refer-
 ence is made for full description of said easements and
 rights of way:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, subject to the above described easements
 and rights of way heretofore granted to Oak Forest Utilities
 Company, 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 the install-
 ation, maintenance, repairs and renewal of any and all

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public utilities, and agrees that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to the 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 corporation 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 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 insure 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 for the terms of this instrument as hereinafter set forth.

RACIAL RESTRICTIONS

None of the lots shown on the said plat shall be conveyed, leased, given to, or placed in the care of, and no building erected thereon shall be used, owned or occupied by any person other than of the Caucasian Race. This prohibition, however, is not intended to include the occupancy or use by persons other than the Caucasian Race while employed as servants on the premises.

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USE OF LAND

(a) Except as herein noted, no lots shall be used for anything other than residential purposes.

(b) No signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of the Corporation, and such consent shall be revocable at any time.

(c) No swine shall be kept on said premises.

(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, vineous, 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, Section FIVE until plans and specifications have been submitted to and approved in writing by the Architectural Committee ^{as} 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 residence shall be erected on any residence lot or homesite of less frontage than 50 feet. No residence shall be constructed on any lot or homesite having a minimum area of less than 5,000 square feet.

(b) All lots in the tract except as otherwise provided herein, shall be known and described as residential lots.

(c) No structure shall be erected on any residential building plot other than one detached 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.

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(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, 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. Living quarters on property other than in main building may be used for bona fide servants only.

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

(h) 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 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 lot fronts.

(j) No residence shall be constructed on any lot or building site in the Subdivision for less actual cost than Three Thousand Five Hundred and Fifty Dollars (\$3,550.00). These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of July 1, 1940, and all future value of improvements is to be given consideration based upon comparative 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 Subdivision with Less than six hundred (600) square feet of ground floor area exclusive of porches and garage.

(l) The building lines of any residence to be erected in Oak Forest, Section FIVE shall be as follows:

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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 fifteen (15) feet from property lines abutting a street.

(n) 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 without the written consent of the Architectural Committee.

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

(p) No garage, servant's 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 outbuildings 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.

(q) 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.

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(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.

(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.

The Corporation hereby designates and appoints Frank J. Sharp, F. S. Luttrell and Thurman Hewitt as the Architectural Committee, 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

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representative shall be entitled to any compensation for service performed pursuant to these restrictions. At any time a vacancy exists on said Committee the Corporation shall have the right to fill any vacancies; and should it fail to do so within thirty days after receiving notice of such vacancy, the ^{members or} remaining 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. If at any time the Corporation is dissolved or otherwise ceases to exist, then thereafter the owners of fifty-one per cent of the lots in Oak Forest, Section Four (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.

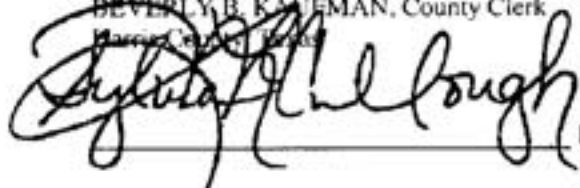
DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon 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

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JUL 31 2002

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 Deputy

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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, Section FIVE, 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 the Corporation 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 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 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 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.

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representing all of the owners of property in said Subdivision in the administration of the maintenance fund. The trustees so appointed shall continue to act as such, subject to removal by the Corporation for any act considered by it adequate, and said Corporation shall have the right in case of such removal, or should a vacancy occur by death, resignation or at refusal of a trustee to act, to appoint successor trustees for the administration of said fund.

In case the Corporation should be dissolved or should fail or refuse to appoint a successor trustee within thirty (30) days after receiving notice that a vacancy has occurred, any two remaining trustees then acting as such shall have the right to fill such vacancy . If at any time the owners of fifty-one (51) per cent of the lots in said Subdivision (one lot or homosite constituting one ownership) should become dissatisfied with the management of the trust, they shall have the right to remove any trustee or trustees and to designate and appoint a substitute trustee or trustees by written petition bearing the signatures of the property owners so acting. The petition shall show the property owned by each petitioner. In case property is owned by a 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.

The petition shall be presented to the Board of Trustees then in office, and if such trustee or trustees, whose removal is desired, does not resign and turn over to the remaining trustees any funds in his possession, upon such request, the petitioners making such request shall have the right to resort to appropriate legal action.

For the general benefit of Oak Forest, Section FIVE, and any other sections of Oak Forest, developed in the future, the Corporation or the Board of Trustees that may be created are hereby

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given the right to consolidate the maintenance funds collected or accrued, with any or all maintenance funds of other sections of Oak Forest, providing such consolidation of funds would more effectively operate and maintain all sections more economically than if in separate units.

EASEMENTS

It is agreed that all sales and conveyances of lots and dedication of streets in said Subdivision shall be subject to the easements and rights of way heretofore granted to Oak Forest Utilities Company, and as shown on the map of Oak Forest Section Five, filed on the 20th day of December, 1948, County Clerk's File Number 586720 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 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.

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

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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 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.

IN TESTIMONY WHEREOF, OAK FOREST CORPORATION has caused these presents to be executed by its President and its corporate seal affixed hereto on this the 21st day of December, 1948.

OAK FOREST CORPORATION

Frank W. Sharp
Frank W. Sharp,
President

ATTEST:

W. H. Reese
W. H. Reese
Secretary
(Seal)

STATE OF TEXAS:

COUNTY OF HARRIS:

Before me, the undersigned authority, on this day personally appeared Frank W. Sharp, 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 21st day of December, 1948.

(Seal)



Orlean H. Young
Orlean H. Young,
Notary Public, in and for
Harris County, Texas

Filed for Record Jan 3-1949 at 10:20 O'clock A.M

Recorded Jan 26-1949 at 8:02 O'clock A.M

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

By *Mayetta Jenkins* Deputy.

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