

814070

THE STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS Pine Forest Development, Inc., 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:

A tract or parcel of land lying west of Section Three, Oak Forest Addition, and north of Sections Four and Seven, Oak Forest Addition, and out of the David Henson Survey, Harris County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a point located in the west line of Oak Forest Drive S. 8°03'E. 362.65 feet from the northwest corner of Oak Forest Addition, Section 3, said point being located also opposite a projection of the south line of Candlelight Lane across Oak Forest Drive;

Thence S. 8°03' E. 1620 feet along the west line of Oak Forest Drive to the northeast corner of Oak Forest Addition, Section 7;

Thence along the north and northwest line of said Section 7, S. 81°57' W. 307.62 feet, S. 63°35' 04" W. 433.96 feet, and S. 43°45' 27" W. 334.14 feet to the most western corner of said Section 7, same being in the northeast line of Oak Forest Addition, Section 4;

Thence N. 53°51' W. 480 feet along the northeast line of said Section 4 to an angle point in same;

Thence S. 36°09' W. 120 feet to the northeast line of West 43rd Street;

Thence N. 53°51' W. 570 feet to a point in the northeast line of W. 43rd Street located opposite the center of the intersection of Hewitt Drive with W. 43rd Street;

Thence N. 36°09' E. 23.28 feet along a line which would be the center line of Hewitt Drive, if it was produced across W. 43rd Street in a straight line;

Thence continuing on a curve to the left, said curve having a central angle of 18° 59' 43" and a radius of 1146 feet, for a distance of 379.93 feet to the end of said curve;

Thence N. 17°09'17" E. 1350.82 feet;

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A CERTIFIED COPY

JAN 18 2002

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

Dolores S. Lopez

DOLORES LOPEZ Deputy

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Thence S. 72°50'43" E. 387.76 feet to the beginning, of a curve to the left;

Thence following said curve, having a central angle of 25°12'17" and a radius of 710 feet, for a distance of 312.33 feet to the end of said curve;

Thence N. 81°57' E. 358.40 feet to the place of beginning, and containing 60.695 acres of land.

And said Corporation has subdivided and platted said property as shown by the map of Oak Forest Addition, Section Nine, filed in the County Clerk's office of Harris County, Texas, on the 14th day of August, 1950, under Clerk's File Number 777,503.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Pine Forest Development, Inc., 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 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 Nine of

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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 Pine Forest Development, Inc., 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 Pine Forest Development, Inc., 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.

USE OF LAND

(a) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 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. In the event that any or all of Lots 1, 2, 3, 61, 62 and 63 in Block 79, and Lots 1, 2, 3, 53, 54 and 55 in Block 80 are used for church purposes, each church may have one sign on the street upon which that church fronts, but no such sign shall exceed 4 feet in width or 6 feet in height.

(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

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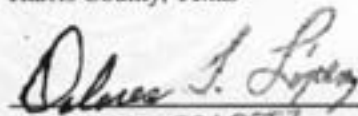
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carried on upon any of the property in Section Nine, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than fifty-eight feet at the front building setback line or an area of less than 6600 square feet.

(e) All lots in Section Nine shall be known and described as residential lots and shall be used only for residential purposes; provided and except that Lots One (1), Two (2), Three (3), Sixty-One (61), Sixty-Two (62) and Sixty-Three (63), all in Block Seventy-Nine (79) and Lots One (1), Two (2), Three (3), Fifty-Three (53), Fifty-Four (54) and Fifty-Five (55), all in Block Eighty (80), may be used for churches and/or for residential purposes.

(f) No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No structure shall be moved onto any lot except that in the cases of Lots 1, 2, 3, 53, 54 and 55 all in Block 80, a structure may be moved onto said lots for use as a church, provided written approval is first obtained from the architectural control committee hereinafter provided.

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.

(g) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.

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

(i) On each corner lot the improvements shall be constructed so as to front the street upon which such lot faces unless written approval of the Architectural Control Committee is obtained to the contrary.

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

(k) The ground floor area of the main structure on any residential lot, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

(l) No building shall be located on any lot nearer to the front or side lot lines than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five feet to an interior lot line. Anything in these restrictions to the contrary notwithstanding, on Lots One (1) and Five (5) in Block Seventy-Six (76), Lots One (1), Four (4), and Thirty-Five (35) in Block Seventy-Seven (77), Lots One (1) and Six (6) in Block Seventy-Eight (78) and Lot Ten (10) in Block Seventy-Nine (79), no garage or car port shall be located nearer than twenty-five (25) feet to the side property lines abutting on side streets.

(m) No fence, wall, hedge or any per-ola or other detached structure for ornamental or other purposes shall be erected, grown or maintained on any lot nearer to the front or side lot lines than the minimum building setback lines shown on the recorded plat; provided, however, that on Lots One (1) and Five (5) in Block Seventy-Six (76), Lots One (1), Four (4) and Thirty-Five (35) in Block Seventy-Seven (77); Lots One (1) and Six (6) in Block Seventy-Eight (78) and Lot Ten (10) in Block Seventy-Nine (79), no fence shall be located nearer to the side property lines abutting on side streets than Twenty-Five (25) feet.

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No fence wall, hedge, or shrubbery planting which obstruct sight lines at elevations between Two and Six 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 a line connecting them at points twenty-five 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 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees 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, servant's house or other outbuilding of any kind shall be erected on any lot nearer to the front property line than seventy (70) feet, or nearer to any side property line than five feet, or within the easement on the rear of any lot.

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.

(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

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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.

(r) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(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 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 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 Robert M. Atkinson, First National Bank Bldg., Houston, Texas; Ben Blum, 2901 Southmore Street, Houston, Texas; and Roy H. Reece, 1536 Vermont Street, 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

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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.

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 per cent of the front footage of the lots shown on the recorded plat of Oak Forest, Section Nine, 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-

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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 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.

Pine Forest Development, Inc., 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

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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 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

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in now affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Pine Forest Development, Inc., has caused these presents to be executed by its President and its corporate seal affixed hereto on this the 13th day of December, 1950.



PINE FOREST DEVELOPMENT, INC.
By [Signature]
President

[Signature]
J. S. Bailey, Jr., Secretary

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority on this day personally appeared BEN ELUM, President of Pine Forest Development, Inc., 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 expressed, in the capacity therein stated and as the act of said corporation.



GIVEN under my hand and seal of office this 13th day of December, 1950.

Hazel M White
Notary Public in and for
Harris County, T e x a s

Filed for Record Nov 13-1950 at 12:15 o'clock P.M.
Recorded Nov 8-1950 at 11:16 o'clock A.M.
M. D. MILLER, Clerk County Court, Harris County, Texas.
BY [Signature] Deputy

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[Signature] Deputy
DOLORES LOPEZ