

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 DAVID HENSON SURVEY in Harris County, Texas, and more particularly described as follows:

BEGINNING at a point in the north line of the David Henson Survey located West 3077.11 from the northeast corner of said survey;

THENCE S.17° 09' 17" W. 1633.99 feet to the beginning of a curve to the right;

THENCE following said curve to the right 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 S. 36° 09' W. 23.28 feet to a point in the N.E. R/W line of W. 43rd Street.

THENCE N. 53° 51' W. 450 feet, along the northeast line of West 43rd Street, to the beginning of a curve to the left;

THENCE following said curve to the left, having a central angle of 37° 23' and a radius of 1095.30 feet for a distance of 714.64 feet to the end of said curve;

THENCE continuing along the north line of West 43rd Street S. 88° 46' W. 273.79 feet to the intersection of the west line of Rosslyn Road with the north line of West 43rd Street, both rights-of-way based on a width of 80 feet as per plat of Oak Forest Addition, Section 6;

THENCE in a northerly direction, following a curve to the right having a central angle of 36° 34' and a radius of 1186 feet for a distance of 751.05 feet to the end of said curve;

THENCE N. 35° 20' E. 683.25 feet to the beginning of a curve to the left;

THENCE following said curve to the left, having a central angle of 10° 54' 15" and a radius of 1085.13 feet for a distance of 206.51 feet to the end of said curve in the north line of the David Henson Survey;

THENCE East 1255.63 feet to the place of beginning, and containing 54.281 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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 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 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 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.

USE OF LAND

(a) 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; provided however that the provisions of this paragraph shall not apply to that part of the tract marked "Reserve A" in Block 64.

(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 8, 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 60 feet at the front building setback line and an area of less than 6600 square feet, except that a dwelling may be erected or placed on each one of the following lots: 25, 26, 27, 28, 29, 30, 31, 32, and 33, all in Block 65 as platted and shown on the recorded plat.

(e) All lots in the tract, except as otherwise provided herein, shall be known and described as residential lots and shall be used only for residential purposes; provided, however, that out of the 3.16 acre tract of land lying in Block 64 and marked "Reserve A", a strip of land fronting on the north side of West 43rd St. and having a depth of 120 feet and running from the east line of Rosslyn Road to the west line of Lot 13 in Block 64, may be used for single family residential units and/or for churches; and further provided, however, that the remaining acreage lying in said "Reserve A" in Block 64, other than the above described 120 feet strip of land shall be and is hereby restricted for retail business, professional offices and service business uses only, and no noxious or offensive trade or activity shall be carried on upon said remaining acreage of said "Reserve A" nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No structure shall be erected on any residential lot other than 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 onto any lot.

(h) 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 1 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.

(i) 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 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 the thought in mind of the best general appearance to that immediate section.

(l) Dwelling on corner lots shall have a presentable frontage 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 8 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 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, nor nearer than five (5) feet from 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 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 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.

(t) 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.

(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.

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 representative 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 to restore to it any of its powers and duties.

In the event said Committee or its designated representative fails to approve or disapprove any design or location within thirty (30) 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 on these restrictions shall be deemed to have 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 as having more than fifty percent of the front footage of the lots shown on the recorded plat of Oak Forest, Section 8, 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 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 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 representatives, fails to approve or disapprove within thirty (30) 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.

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 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.

MAINTENANCE FUND

A sum equivalent to One Dollar (\$1.00) per linear foot based upon the front footage of each lot may be added to the sales price of each lot when sold, and when collected from purchaser either out of the cash consideration, or as a part of the deferred purchase consideration, shall be set aside as a maintenance fund and held by Oak Forest Corporation and used for the purposes hereinafter provided. In case such deferred payments are made in installments, the Corporation shall set aside a proportionate part of all installment payments received for the payment of any lot, or a pro rata basis of the cost of the lot and the amount of the maintenance fund included in the sales price of same.

The maintenance fund so created shall be used for the purpose of maintaining streets, utilities, or for the installation of same, and for such other general purposes as are considered in the interest of and for the general welfare of the property owners of said Subdivision as a whole. The

maintenance fund may be used for such purposes in the discretion of the Corporation beginning January 1, 1949.

The Corporation reserves the right to transfer said fund and the administration thereof, if and when it so desires, to three (3) individuals who shall be resident property owners in said Subdivision. Such persons to constitute a Board of Trustees 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 home site 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/her possession, upon such request, the petitioners making such request shall have the right to resort to appropriate legal action.

*NOTE: Sect. 6, For the general benefit of Oak Forest, Section 6, and any other sections of Oak Forest, developed in the future, the Corporation or the Board of Trustees that may be created are hereby 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 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, pipelines, 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 mentioned.

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 centerline 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.

SEVERABILITY

Invalidation of any one of these covenants or any of the provisions of this instrument by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

OAK FOREST CORPORATION

By: Henry J. N. Taub

President

(Notarized)

Roy H. Reece, Secretary

IMPORTANT NOTE:

February 2019: Deed Restrictions have been professionally transcribed from the originals that were created when Oak Forest was founded during the period between 1945-1960. Every effort was made to match the originals exactly, however, the poor quality of the original copies made transcription very difficult. Please reference the original documents filed with the Harris County Courthouse in the case of any questions about the transcription.