

And the “Owners” have subdivided and platted said property as shown by the map of Oak Forest Addition, Section 17, filed in Harris County Clerk’s office on the 5th day of July, 1955, County Clerk’s File Number 1450883.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the “Owners” do hereby dedicate the streets, avenues, drives and parkways for use by the public as such, reserving the right to themselves and their respective successors heirs and assigns, to at any time use the same for installation, maintenance, repairs and renewal of any and all public utilities, and 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 Architectural Committee 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 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 the “Owners” themselves and their respective successors, 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 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 the “Owners”, themselves, and their respective successors, 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) Except as herein noted, no lots shall be used for anything other than residential purposes.
- (b) No signs 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 of 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, except upon the area or areas designated "Reserve" as per plat of said addition, 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 home site in Oak Forest Addition, Section 17, until plans and specifications have been submitted to and approved in writing by the Architectural Committee 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 dwelling shall be erected or placed on any lot having a width of less than 58.5 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

(b) All lots in the tract shall be known and described as residential lots except that area designated as "Reserve" as shown on the Map of Oak Forest Addition, Section 17, filed in Harris County Clerk's Office, on the 5th day of July, 1955, County Clerk's File Number 1450883. The areas designated as "Reserve" shall be used for any commercial or business purpose or purposes, except noxious or offensive trade or activity, but such use shall be limited to retail businesses, professional offices and service businesses.

(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-car or two-car garage.

(d) No structure shall be moved onto any lot.

(e) 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 (f) below, nor shall any residence of a temporary character be permitted.

No temporary building shall be erected or maintained on any of the property except that builders actually engaging in the construction of residences on any of the property shall be entitled

to erect and maintain temporary buildings necessary in connection with such construction none of such temporary buildings shall ever be used for residential purposes at any time.

(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, and such living quarters shall not contain any kitchen facilities whatsoever.

(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 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 addition for less actual cost Nine Thousand (\$9,000.00) Dollars. These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of April 1, 1955, 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 lot 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 17, 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, provided, however, that in the case of a detached garage, the building line shall be three (3) feet from the side property line, and further provided 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. No dwelling shall be located on any 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 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 detached 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 three (3) 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 except a greenhouse shall correspond in style and architecture to the dwelling on which it is appurtenant.

No fence shall be built nearer to the street than the front building line.

(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.

(r) No stumps, trees, underbrush or any 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.

(s) No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, or upon the rea designated Reserve" 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 COMMITTEE

The "Owners" hereby designate and appoint W. R. Parker, Jr., Fontress Bracewell and Clertus B. Cribbs, all of Houston, Harris County, Texas 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 through a duly recorded written instrument, a successor to so act. The committee's approval or disapproval as required in these covenants shall be in writing.

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. 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 erected. At any time, the then record owners of a majority of the residential lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee or to withdraw from the Committee or restore to it any of its powers and duties. If at any time the owners of fifty-one percent of the residential lots in Oak Forest Addition, Section 17 (one lot or home site constituting one ownership) become dissatisfied with the committee as then constituted, the owners of fifty-one percent of the residential lots in said addition 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

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the land has been recorded, agreeing to change said covenants in whole or in part.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon the "Owners," themselves, and their respective successors, heirs and assigns and all parties claiming by, through or under it 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 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. Invalidation of any one of these covenants by judgment or court order will in no wise affect any of the other provisions which shall remain in full force and effect.

The "Owners", themselves, and their respective successors, heirs and assigns shall have the right to enforce observances 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 such 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 17, filed on the 5th day of July, 1955, under County Clerk's File #1480683 in Vol. ____, page ____, 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 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 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 centerline of the dedicated easements at the rear of lots 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.

(Notary)

IMPORTANT NOTE:

February 2019: Deed Restricts 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.