

No. 379358

Oak Forest Corporation

To

Dedication & Restrictions

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, W. P. Morton and S. W. Allen surveys in Harris County, Texas, particularly described by metes and bounds as follows:

Being 165.40 acres of land in the David Henson,

W. P. Morton and S. W. Allen surveys, Harris County, Texas, and more particularly described by metes and bounds as follows: Beginning at a 5/8" steel sucker rod in the east line of the David Henson survey and the west line of the S. W. Allen survey, said rod being N. 0. deg. 03' W. 404.6 feet from a 1 1/2" iron pipe marking the southwest corner of the S. W. Allen survey and the S. E. corner of the David Henson survey; Thence N. 0 deg. 03' W. 1388 feet along the common boundary line of said Henson and Allen surveys to a point in said line; Thence S. 89 deg. 16' W. 1771.18 feet to an iron pipe;

Clerk's Notes—Art. 4606.

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

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

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Thence S. 2 deg. 44' E. 80 feet to an iron pipe; Thence following a curve to the right having a radius of 1311.71 feet and a central angle of 19 deg. 21' 30" for a distance of 351.68 feet to an iron pipe; Thence S. 14 deg. 37' 30" W. 1963.83 feet to an iron pipe; Thence following a curve to the left having a radius of 1662.62 feet and a central angle of 15 deg. 21' 30" for a distance of 445.31 feet to an iron pipe in the north line of Old Washfield Road; Thence S. 0 deg. 44' E. 30 feet to a point in the center line of Old Washfield Road; Thence S. 89 deg. 16' E. along the center line of Old Washfield Road 3727.05 feet to a railroad spike set in the center line of Golf Drive and the center line of Old Washfield Road; Thence S. 0 deg. 31' W. 998 feet along the center of Golf Drive to an iron pipe set in the center line of Golf Drive and the south boundary line of the S. W. Allen survey, being also the north boundary line of the W. P. Horton survey; Thence S. 89 deg. 27' W. 955.57 feet to a 5/8" steel casing rod in said line; Thence S. 84 deg. 58' W. 566.40 feet to the place of beginning and containing 165.40 acres of land.

And said Corporation has subdivided and platted said property as shown by the map of Oak Forest, Section One, filed in Harris County Clerk's office, on the 25th day of August, 1946. Whereas, by deed dated July 15, 1946, 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 sanitary sewer purposes, which said deed is of record in the Deed Records of Harris County, Texas, being designated by County Clerk's file number 345,640, filed for record on July 18, 1946, to which deed reference 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 pathways 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 installation, maintenance, repairs and removal of any and all public utilities, and agrees that the land shown to be subdivided according to said plat is held, and shall hereinafter 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 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 declaration and same shall be considered a part of each contract and deed as though fully incorporated 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 as 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 for the terms of this instrument as hereinafter set forth.



Clerk's Room—4th. 0294.

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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. The right is reserved by the Corporation, its successors and assigns, to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the sale of property in this subdivision. (c) No signs 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, vinous, or malt or fermented liquors 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 lotsite in Oak Forest, Section one, 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 lotsite of less frontage than 60 feet, except in the case of lots 23, 24, 25, 26 and 27 in Block 2; Lots 7, 8, 9 and 10 in Block 13, and lots 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block 14. One residence may be constructed on each of said excepted lots. No residence shall be constructed on any lot or lotsite having a minimum area of less than 6,000 square feet. (b) All lots in the tract, except as otherwise provided herein, shall be known and described as residential lots except lots 15, 16 and 17 in Block 14, and lots 8, 9 and 10 in Block 15 only, at the option of Oak Forest Corporation, be sold and utilized as church sites. That portion of Block 1 "Reserved for Community Center" and also that portion of Block 13 lying north of lot 1 is said block are reserved for business purposes. (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. (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 said 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. No lot or plot in section one shall be deeded to face on Old Wakefield Road and no entrance, driveway or structure shall be permitted to connect Old Wakefield Road with the lots abutting thereon. (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) Dwellings on corner lots shall have a presentable frontage on all

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streets on which the 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 seven hundred and fifty dollars, \$3,750.00.

These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of July 1, 1946, 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 base 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 garages.

(l) The building lines of any residence to be erected in Oak Forest, Section One, 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 fifteen (15) feet from side property lines abutting a street.

On all lots abutting on Old Wakefield Road no structure shall be erected nearer than twenty-five (25) feet to the property line running along said road.

(m) 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.

(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 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 servant's 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.

(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 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 W. Sharp, P. S. Luttrell and Thurman Hewitt as the Architectural Committee, which Committee and its successors, are hereby vested with 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

Clerk's Note—Art. 4806.

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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. 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 remaining members or 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 one, (one lot or parcels 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 voting.

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 to the lots shown by the records of Harris County, having more than fifty per cent of the front footage of the lots shown on the recorded plat of Oak Forest, section one, 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 owners of property 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.

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 prevent a breach, or to

Clerk's Note—Art. 4986.

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1 enforce the observance or performance of same, shall have the right in addition to all other legal
 2 remedies, to an injunction either prohibitive or mandatory.
 3 The owner of any lot or lots affected shall have the right either to prevent a breach of any such
 4 restriction, covenant or condition or to enforce the performance of same. Maintenance Fund. A sum
 5 equivalent to one dollar (\$1.00) per lineal foot based upon the front footage of each lot shall be
 6 added to the sales price of each lot when sold, and when collected from purchasers either out of
 7 the cash consideration, or as a part of the deferred purchase consideration, shall be set aside as a
 8 maintenance fund and held by Oak Forest Corporation and used for the purposes hereinafter provided.
 9 An accounting of such funds shall be made during January of each year for the preceding year,
 10 commencing January 1, 1947; and a statement of receipts and disbursements of this fund shall be
 11 posted in the office of the corporation or upon some prominent location upon the property in said
 12 subdivision. In case such deferred payments are made in
 13 installments, the corporation shall set aside a proportionate part of all installment payments
 14 received for the payment of any lot, or a pro rata basis of the cost of the lot and the amount of
 15 the maintenance fund included in the sales price of same.
 16 The maintenance fund so created shall be used for the purpose of maintaining streets, utilities,
 17 or for the installation of same, and for such other general purposes as are considered in the
 18 interest of and for the general welfare of the property owners of said subdivision as a whole.
 19 The maintenance fund may be used for such purposes in the discretion of the corporation beginning
 20 November 1, 1946. The corporation reserves the right to transfer
 21 said fund and the administration thereof, if and when it so desires, to three (3) individuals who
 22 shall be resident property owners in said subdivision, such persons to constitute a Board of Trustees
 23 representing all of the owners of property in said subdivision in the administration of the maintenance
 24 fund. The trustees so appointed shall continue to act as such,
 25 subject to removal by the corporation for any act considered by it adequate, and said corporation
 26 shall have the right in case of such removal, or should a vacancy occur by death, resignation or at
 27 refusal of a trustee to act, to appoint successor trustees for the administration of said fund.
 28 In case the corporation should be dissolved or should fail or refuse to appoint a successor trustee
 29 within thirty days after receiving notice that a vacancy has occurred, any two remaining trustees
 30 then acting as such shall have the right to fill such vacancy.
 31 If at any time the owners of fifty-one per cent of the lots in said subdivision (one lot or homestead
 32 constituting one ownership) should become dissatisfied with the management of the trust, they shall
 33 have the right to remove any trustee or trustees and to designate and appoint a substitute trustee
 34 or trustees by written petition bearing the signatures of the property owners so acting.
 35 The petition shall show the property owned by each petitioner. In case property is
 36 owned by a man and wife as community property, the signature of the husband alone shall be sufficient,
 37 except that in cases where the husband resides elsewhere or has abandoned his wife, her signature
 38 alone shall be sufficient. The petition shall be presented
 39 to the Board of Trustees then in office, and if such trustee or trustees, whose removal is desired,
 40 does not resign and turn over to the remaining trustees any funds in his possession, upon such request
 41 the petitioners making such request shall have the right to resort to appropriate legal action.
 42 For the general benefit of Oak Forest, Section one, and any other sections of Oak Forest, developed
 43 in the future, the corporation or the Board of Trustees that may be created are hereby given the
 44 right to consolidate the maintenance fund collected or accrued, with any or all maintenance funds of
 45 other sections of Oak Forest, provided such consolidation of funds would more effectively operate
 46 and maintain all sections more economically than if in separate units.
 47 Easements. It is agreed that all sales and conveyances of lots and dedication of streets in said
 48 subdivision shall be subject to the easements and rights of way heretofore granted to Oak Forest

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Clerk's Note—Art. 6008

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1 Utilities Company, and as shown on the map of Oak Forest, Section One, filed on the 29th day of
 2 August, 1946, County Clerk's file number 35745; and to any easements over, under, along and
 3 across such portions of each lot, as may be reserved in each deed as being appropriate or necessary
 4 for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines,
 5 electric lighting and telephone poles, pipe lines, and drainage ditches or structures and/or any
 6 equipment necessary for the performance of any public or quasi-public utility service and function,
 7 with the right of access thereto for the purpose of further construction, maintenance and repairs.
 8 Such right of access to include the right, without liability on the part of any one or all of the
 9 owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way
 10 caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion
 11 may interfere with the installation or operation of their circuits, lines, pipes, or drainage
 12 ditches or structures.

13 Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and
 14 created in favor of any and all utility companies entering into and upon said property for the purpose
 15 aforesaid.

16 There is also reserved and dedicated herewith for the use of all public utility companies, easements for down guy anchors and push braces adjacent
 17 to and within three (3) feet of the side lines of lots in said subdivision, said down guy anchors
 18 and push braces to extend not more than twenty-five (25) feet from the center line of the dedicated
 19 easements as shown on the map of said subdivision.

20 There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial
 21 easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and
 22 adjacent to and on both sides of all dedicated utility easements as shown on the map of said
 23 subdivision.

24 This instrument of dedication relates to and affects the above described property and shall not affect other property not herein described.

25 In testimony whereof, Oak Forest Corporation has caused these presents to be executed by its
 26 President, and its corporate seal affixed hereto on this the 12th day of November, 1946.

27 Frank W. Sharp, President. Attest: P. S. Lattrell, Secretary-Treasurer. (Seal)
 28 State of Texas County of Harris Before me, the undersigned

29 authority, on this day personally appeared Frank W. Sharp, President of Oak Forest Corporation, a
 30 Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument,
 31 and acknowledged to me that he executed the same for the purposes and consideration therein expressed,
 32 in the capacity therein stated, and as the act and deed of said corporation.

33 Given under my hand and seal of office this 19th day of November, 1946.

34 Wilhelmina Beane, Notary Public in and for Harris County, Texas. (Seal)

35 Filed for record November 14, 1946 at 3:20 o'clock P.M. recorded November 23, 1946 at 9:30 o'clock A.M.

36 W. D. MILLER, Clerk, County Court, Harris County, Texas By *Eugene L. ...* Deputy
 37

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