

SECTION 10

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 2007  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Dolores S. Lopez* Deputy  
DOLORES LOPEZ

VOL 2062 PAGE 15  
DEED RECORDS

RESTRICTIONS  
OAK FOREST ADDITION  
STATION 111

STATE OF TEXAS:  
COUNTY OF HARRIS:

724401

BEVERLY B. KAUFMAN, Plaintiff, vs. the owner of the following described

tract of land out of the P. Horton Survey in Harris County, Texas, a certain parcel

of land, to-wit:

the parcel described as follows:

Commencing at the intersection of the west line of Rosslyn Road, said road

being 60 feet N. 101° 11' 30" E. 300.00 feet to an iron pipe marking the center

of said road; thence S. 88° 46' 12" E. 661.50 feet to an iron rod marking the center

of said road; thence S. 0° 31' 13" E. 994.0 feet and S. 89° 04' 22" W. 6242.47

feet from an iron pipe at the northeast corner of the H. I. Horton Survey;

thence with a fence line S. 39° 14' 11" W. 722.62 feet to an iron rod marking the

southwest corner of the property herein described;

thence N. 0° 45' 13" E. 30 feet to an iron rod marking the P.T. of a curve to

the left;

thence with said curve to the left, said curve having a radius of 1560.51

feet, a central angle of 12° 30', a distance of 397.27 feet to an iron rod marking

the P.T. of said curve;

thence N. 13° 15' 11" E. 500.73 feet to an iron rod marking the I.C. of a curve

to the right;

thence with said curve to the right, said curve having a radius of 1701.75

feet, a central angle of 12° 02', a distance of 353.47 feet, to an iron rod marking

the P.T. of said curve;

thence N. 10° 14' 11" E. a distance of 1170.96 feet to an iron rod marking the

northwest corner of the herein described property;

thence N. 88° 46' 12" E., at 60 feet past the southwest corner of a 5 acre

school site, a total distance of 661.50 feet to an iron rod, in the west line of

Rosslyn Road, marking the northeast corner of the herein described property;

thence S. 1° 14' 13" E. with the west line of Rosslyn Road a distance of 2344.0

feet to the point of beginning, containing 42,906 acres of land.

And said Frank B. Sharp has subdivided and platted said property as shown

by the map of Oak Forest Addition, Section Ten, filed in Harris County Clerk's

office, on the 3rd day of March, 1977, County Clerk's File number 717284.

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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 2007

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Dolores Lopez*  
DOLORES LOPEZ Deputy

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DEED RECORDS

NO, HERETOBY AND TO BE BY THE PLANS, THAT, FRANK W. SHARP DOES HEREBY AGREE THAT THE LAND SHOWN TO BE SUBDIVIDED ACCORDING TO SAID PLAN IS HEREBY AND SHALL NOT BE AFTER BE CONVEYED, SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND PROVISIONS AS 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 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 Frank W. Sharp, his heirs and assigns, by appropriate reference to this declaration and same shall be considered a part of each contract and deed as hereinafter set forth. 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 Frank W. Sharp, his 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) 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 Architectural Committee, and such consent shall be revocable at any time.

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

*Dolores J. Lopez*  
DOLORES LOPEZ Deputy

(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 any work be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No spirituous, vinous, or malt liquors or intoxicating liquors shall be sold, or offered for sale, on said premises, or any part thereof, nor shall any saloon, bar, or other place be used for illegal or immoral purposes.

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 homestead in Oak Forest Addition Section Ten 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 homestead site having a minimum area of less than 6600 square feet.

(b) All lots in the tract 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, and other outbuildings incidental to the residential use of the lot.

(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.

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 2006

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

*Lucres Loper*  
LUCRES LOPEZ, Deputy

No temporary building shall be erected or maintained on any lot except during actual construction of a house being erected thereon, and then such temporary buildings 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 in living quarters on property other than in residential building to 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 Architectural Committee 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 front 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 Four Thousand Dollars (\$4,000.00). These restrictions as to the value of improvements are to be given consideration based upon labor and material costs as of January 1, 1950, 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 seven-hundred fifty (750) 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 Ten 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 abutting a street.

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A CERTIFIED COPY

ATTEN: JAN 18 2002

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Dolores Lopez*  
DOLORES LOPEZ Deputy

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(m) No fence, wall, hedge, nor any partition 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 shed or awning or any other structure shall be maintained on any portion of any lot forward of the front building line of said lot.

(o) No garage, servants' quarters or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet to a front property line, nor nearer than five (5) feet to a rear property line, nor nearer than five (5) feet to a side property line 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 the 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.

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JAN 18 2002

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

*Dolores*  
DOLORES L... Deputy

The Architectural Committee shall be composed of Frank W. Sharp, P. O. McIntire, and Herman Howdy, all of Houston, Harris County, Texas, which

Committee and its successors, and 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 such Committee, the remaining 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 representative shall be entitled to any compensation for services performed pursuant to these restrictions. At any time a vacancy exists on said Committee, Frank W. Sharp shall have the right to fill any vacancies; and should he 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. Thereafter, the owner of fifty-one per cent of the lots in Oak Forest Addition Section Ten (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 signatures 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.

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ATTEST:

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

  
DOLORES LOPEZ

Deputy

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DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon Frank W. Sharp and upon his heirs 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 percent of the front footage of the lots shown on the recorded plat of Oak Forest Section Ten, may release any 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 plan from any restrictions or covenant created by deed from Frank W. Sharp 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 of filing the same for record in the manner then required for the recording of land instrument 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 Frank W. Sharp, and his heirs and assigns and all parties claiming by, through or under him 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 lien may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned.

Frank W. Sharp, his heirs 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 enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive

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JAN 18 2002

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

 Deputy

DOLORES LOPEZ

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or machinery. 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

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of Oak Forest Addition, Section Ten filed March 3, 1950, under County Clerk's file No. 717284.

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 excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

WITNESS my hand at Houston, Texas, this 15th day of March, 1950.

*Frank J. Sharr*  
Frank J. Sharr

STATE OF TEXAS:

COUNTY OF HARRIS:

Before me, the undersigned authority, on this day personally appeared Frank J. Sharr, 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.

Given under my hand and seal of office this 15th day of March, 1950.



*Dolores J. Young*  
Dolores H. Young,  
Notary Public in and for  
Harris County, Texas.

Filed for Record on 2-2-1950 at 10:25 AM in Clock 27  
Recorded on 2-2-1950 at 10:06 AM in Clock 27  
W. D. MILLER, District Clerk, Harris County, Texas.  
By *Dolores J. Young*, Deputy

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A CERTIFIED COPY

ATTEST: *JAN 19 1950*  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Dolores J. Young*  
DOLORES LOPEZ, Deputy

3240  
M

DAVID HENSON  
W.R. MORTON

...to certify that the City Planning Commission of the City of Houston, Texas has approved the plan of subdivision of OAK FOREST ADDITION, IN TEXAS as shown hereon.

In legal money, whereof, witness the official signature of the Chairman and Secretary of the City Planning Commission of the City of Houston, Texas, this 21 day of February, A.D. 1950.

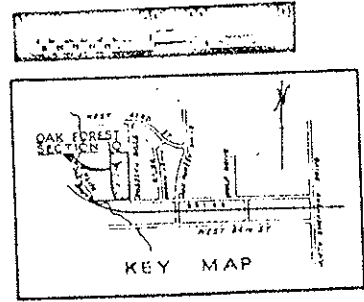
Secretary of the City Planning Commission  
*J. E. ...*

STATE OF TEXAS  
COUNTY OF HARRIS

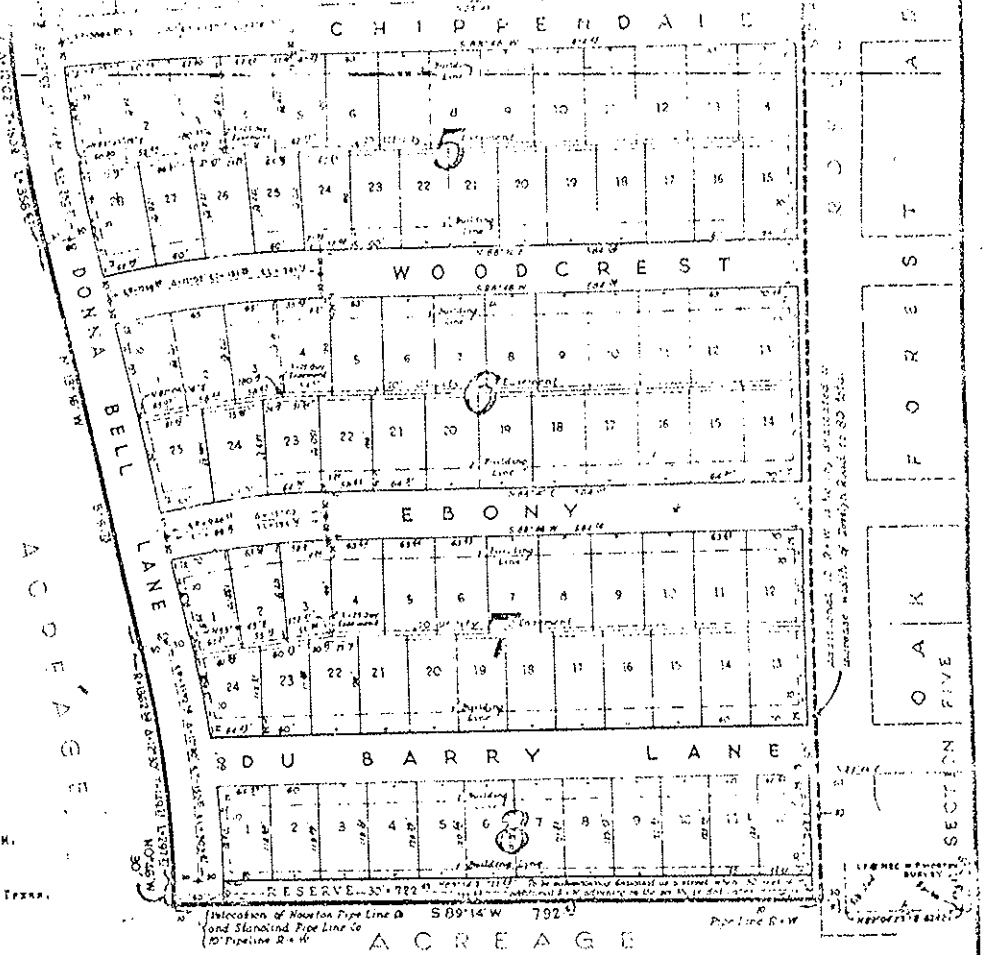
I, W.D. MILLER, Clerk of the County Court of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on ... 1950, at ... o'clock, ... M., and duly recorded on ... 1950, at ... o'clock, ... M., in Volume ... Page ... of record of ... for said County.

WITNESS my hand and seal of office at Houston, the day and date last above written.  
W.D. MILLER  
Clerk, County Court, Harris County, Texas  
by ... Deputy

Filed for record Mar. 3, 1950, at 11:15 o'clock P. M.  
Recorded July 11, 1950, at 10:30 o'clock A. M.  
W. D. MILLER, Clerk County Court, Harris County, Texas.  
By W. R. Wiseman, Deputy.



NOTE: All side lot lines are radial to curved street lines and at right angles to perpendicular with curved street lines.



# OAK FOREST ADDITION SECTION TEN

A SUBDIVISION IN THE DAVID HENSON AND W.P. MORTON SURVEYS,  
CITY OF HOUSTON,  
HARRIS COUNTY, TEXAS

717234

Scale: 1"=100' February 1950

145  
MAR 3 1950

S S & Robt M. Atkinson  
Civil Engineers

3240  
M

STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, FELIX W. SHARP, owner of the property subdivided in the show and foregoing map of OJA FOREST, SECTION TEN, do hereby make subdivision of said property, according to the lines, lots, roads, streets, alleys, parks, playgrounds and easements thereon shown, and designate said subdivision as OJA FOREST, SECTION TEN, and being 4000 acres of land in the ELYS HENSCH and W.P. JENKINSON Survey, Harris County, and know full well that I do hereby dedicate to the public use all the roads, streets, alleys, parks, playgrounds and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing or grade as approved for the streets dedicated, or by the alteration of any portion of said streets to conform to such grade.

There is also dedicated for utility an unobstructed aerial easement five (5) feet in width from a plane twenty (20) feet above the ground upward located adjacent to all easements shown hereon.

WITNESS my hand in Houston, Harris County, Texas, this 24th day of March, A.D. 1950.

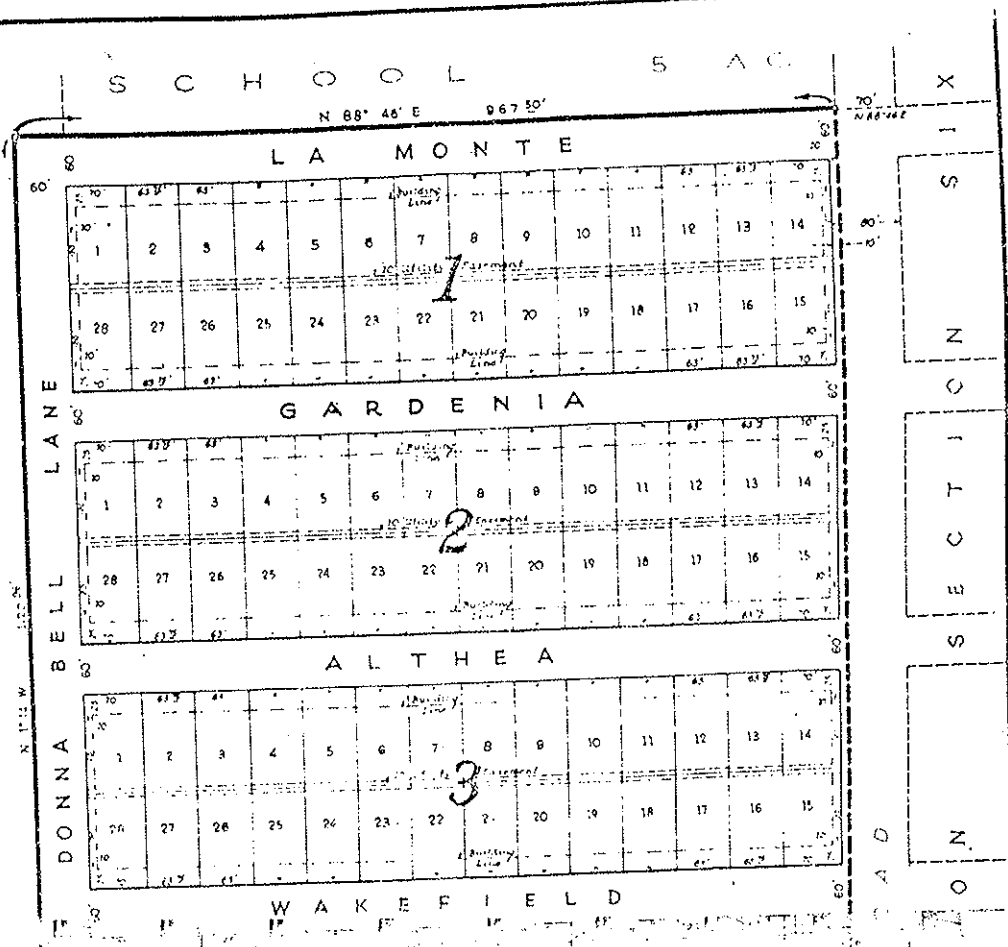
*Felix W. Sharp*

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared FELIX W. SHARP, 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.

GIVEN under my hand and seal of office, at Houston, this 24th day of March, A.D. 1950.

*[Signature]*  
Notary Public  
in and for Harris County, Texas



There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all easements shown hereon.

WITNESS my hand in Houston, Harris County, Texas, this 24th day of February, 1950.  
*Frank W. Sharp*

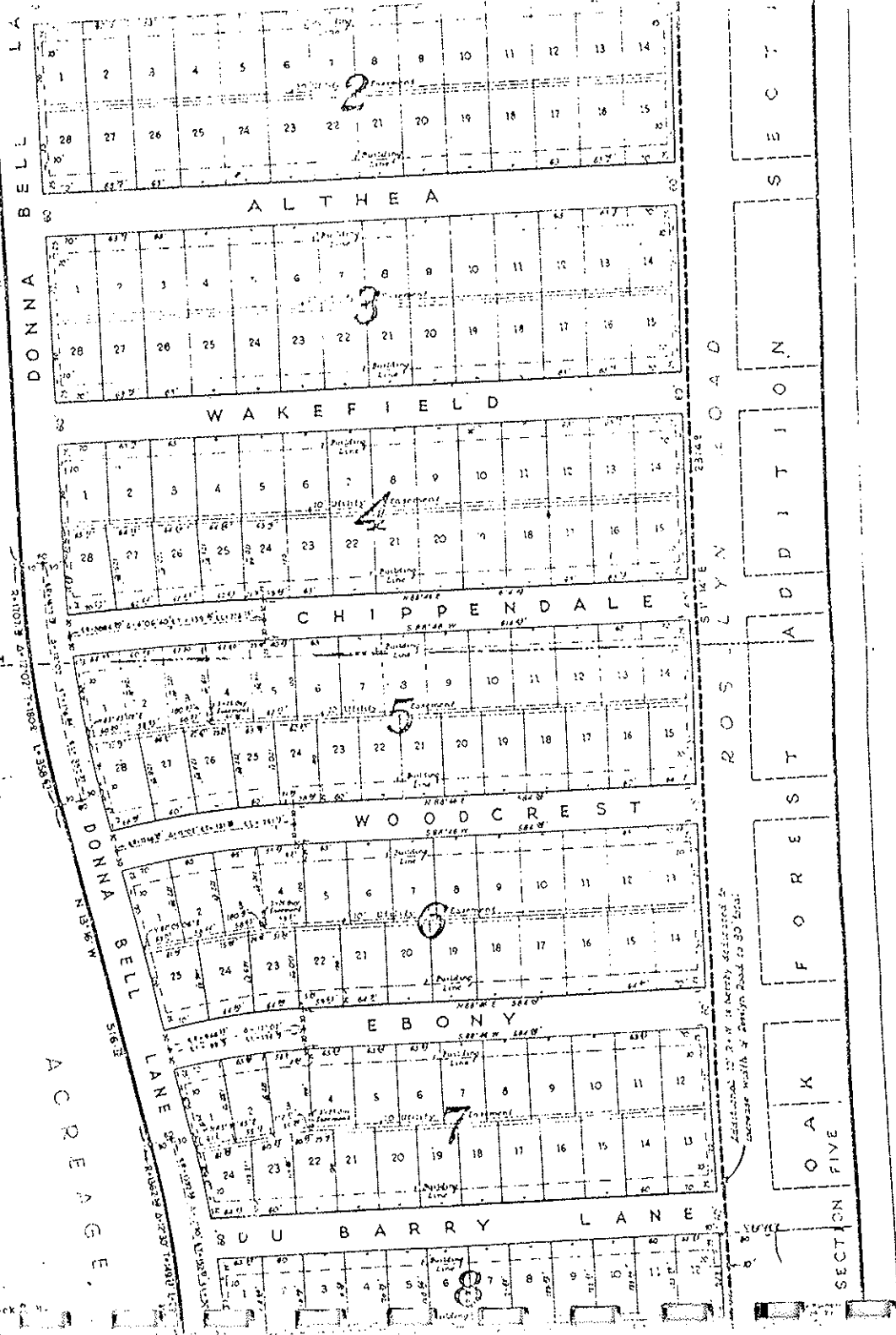
THE STATE OF TEXAS,  
 COUNTY OF HARRIS:  
 BEFORE ME, the undersigned authority on this day personally appeared FRANK W. SHARP known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and consideration therein expressed.  
 GIVEN under my hand and seal of office, at Houston, this 24th day of February, 1950.  
*Notary Public*  
 in and for Harris County, Texas

February, 1950  
 THE STATE OF TEXAS,  
 COUNTY OF HARRIS:  
 This is to certify that I, Robt. M. Johnson, a registered engineer of the State of Texas, have plotted the above subdivision from an actual survey on the ground, that all block corners, angle points and points of curve are properly marked with iron rods, and this plat correctly represents that survey made by me.  
*Robert M. Johnson*  
 Engineer  
 Texas Registration No. 6275

DAVID HENSON  
 W. R. MORTON

This is to certify that the City Planning Commission of the City of Houston, Texas has approved this plat and subdivision of OAK FOREST-SECTION FIVE as shown hereon.  
 In testimony whereof, witness the official signature of the Chairman and Secretary of the City Planning Commission of the City of Houston, Texas, this 21st day of February, A. D. 1950.  
*Ralph S. Reiff* Secretary-Engineer  
*Walter* Vice-Chairman

STATE OF TEXAS,  
 COUNTY OF HARRIS:  
 I, W. D. MILLER, Clerk of the County Court of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on February 24, 1950, at 10 o'clock, AM, and duly recorded on February 24, 1950, at 10 o'clock, AM, in Volume 100 Page 100 of record of Harris County for said County.  
 WITNESS my hand and seal of office at Houston, the day and date last above written.  
 W. D. MILLER  
 Clerk, County Court, Harris County, Texas  
 by Deputy



Additional 12' x 12' if nearby described in easement width of Du Barry Lane to 30' wide.

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8025/44

Sec. 10

THE STATE OF TEXAS  
COUNTY OF HARRIS

WHEREAS, Oak Forest Corporation, a Texas Corporation, heretofore purchased from Douglas W. McCrefer the following described tract of land, lying and being situated in Harris County,

Texas:

1147.2012 acres, more or less, out of the David Henson, W. P. Norton and S. W. Allen Surveys in Harris County, Texas, and being more particularly described in two tracts, as follows:  
FIRST TRACT: 1219.25 acres, more or less, in the David Henson and W. P. Norton Surveys, as described in that certain deed dated June 1, 1926, from J.G. Miller to S. B. Peters, and recorded in Volume 477 Page 490, of the Deed Records of Harris County, TEXAS AND EXCEPT 24 acres, more or less, consisting of the Oak Grove Addition in the northeast corner of the W. P. Norton Survey, as shown by plat thereof recorded in Volume 9, Page 62 of the Map Records of Harris County;  
SECOND TRACT: 1.8522 acres in the S. W. Allen Survey as hereinafter described in that certain deed from Garden Oaks Company to S. B. Peters dated September 1, 1924, and recorded in Volume 1249, Page 227 of the Deed Records of Harris County; and

WHEREAS, Oak Forest Corporation has subdivided a portion of the above described property into Sections One through Seven, inclusive, of Oak Forest Addition, all in accordance with the plans and plats of said sections, recorded in the Office of the County Clerk of Harris County, Texas; and

WHEREAS, in connection with the subdivision of each of said sections, Oak Forest Corporation has filed in the Office of the County Clerk of Harris County, Texas, certain restrictions covering the use, occupancy and development of each of said sections;

NOW, THE SPOKE, KNOW ALL MEN BY THESE PRESENTS: That subject to all covenants and restrictions-of-way heretofore and here-

After granted, Oak Forest Corporation hereby agrees that the property described above, save and except any part thereof which has been heretofore conveyed away by Oak Forest Corporation, is held, and shall hereafter be conveyed, subject to the following covenants, conditions, stipulations and restrictions:

For the purpose of creating and conveying out a uniform plan for the improvement and sale of the property described above, 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 and every part of the above described property, 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 assigns and all subsequent purchasers of said property or any part thereof, and each such purchaser, by virtue of accepting a contract or deed covering such property, or any part thereof, shall be subject to and bound by such restrictions, covenants and conditions, and by the terms of this instrument as hereinafter set forth.

In case of and upon any violation or non-observance of the hereafter described covenants and conditions, and thereupon, the said covenant shall be null and void, and the said premises shall then and there wholly and absolutely revert to the Grantor herein, its successors and assigns; and no act or omission upon the part of any of the beneficiaries of this clause shall be a

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velver of the operation or enforcement of either such covenant or such condition.

None of the above described property 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 residence of any persons other than the Caucasian race while employed as servants on the premises.

DURATION OF RESTRICTIONS

The restrictions and covenants herein set forth shall continue and be binding on the Corporation, 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 term imposed by the legal title to the property here-  
in restricted, when it is the fifty (50) per cent of the residue of the proceeds of any property sold, may release all of the restricted property from these conditions at the expiration of 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 of release in writing for such purpose, and filing the same for record in the office then required for the records of land instruments, at least two years prior to the expiration of the first twenty-five (25) year period, or at least two years before the expiration of any fifteen (15) year period thereafter.

FIGHT 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 the above described property or any part thereof, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such restriction or condition shall be voidable except in accordance with the provisions permitted herein, and in no event shall any such restriction, covenant or condition operate to invalidate any mortgage, deed of trust, or other lien applied and held in good faith without 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 enforce the observance shall have the right, in addition to all legal remedies, to an injunction, order or prohibition or mandatory. The owner of any part of the above described property shall have the right either to prevent a breach of any such restriction, covenant or condition, or to enforce the observance of same.

IN WITNESS WHEREOF, Oak Forest Corporation has caused these presents to be executed by its President and its corporate

1944  
A.D. 1944

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THE STATE

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