

SECTION 12

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

Dolores Lopez
DOLORES LOPEZ

Deputy

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THE STATE OF TEXAS
COUNTY OF HARRIS

1065992

WHEREAS, Elton Brimberry is the owner of the following described tract of land out of the David Henson Survey, in Harris County, Texas, particularly described by metes and bounds as follows:

lows:

BEING 35.85 acres of land in the David Henson League, City of Houston, Harris County, Texas, more particularly described as follows:

BEGINNING at a point in the north line of said Henson League located West 4332.74 feet from its northeast corner, said point being at the intersection of the west line of Rosslyn Road with said north line, and being the northwest corner of Oak Forest Addition, Section 8 as per the recorded plat of said Addition;
THENCE West 1701.90 feet along the north line of said league to the northwest corner of the tract herein described;
THENCE S. 1009' E. 1477.13 feet to the north line of West 43rd Street and the southwest corner of the tract herein described;
THENCE N. 88°51' E. 480 feet along the north line of West 43rd Street;
THENCE N. 1°09' W. 530.93 feet;
THENCE N. 88°51' E. 230.58 feet;
THENCE S. 68°02'54" E. 338.82 feet to the west line of Rosslyn Road;
THENCE in a northeasterly direction along the west line of Rosslyn Road following a curve to the right having a central angle of 17°29'21" and a radius of 1186 feet for a distance of 361.67 feet to the end of said curve;
THENCE N. 35°20' E. 683.25 feet along the west line of Rosslyn Road 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 place of beginning.

SAVE AND EXCEPT a one-eighth (1/8th) undivided interest in and to all of the oil, gas, coal, lignite and other minerals upon or under said land, said one-eighth (1/8th) interest having been reserved and excepted in favor of Douglas W. McGregor, his heirs and assigns in a Special Warranty Deed dated May 28, 1946, wherein Douglas W. McGregor was Grantor and Oak Forest Corporation was Grantee; also being subject to all easements, restrictions, reservations and conditions of record in the Office of the County Clerk of Harris County, Texas, affecting this land as of the date of this instrument.

and, said Elton Brimberry has subdivided and platted said property

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BEFORE, AND FROM AND TO, CONVEY, SELL, COVENANT, RESTRICT, LIMIT, THE LAND AND SHALL OF BINDING FORCE, AND SHALL INURE TO THE BENEFIT OF ALLION PRIMBERRY, HIS HEIRS OR ASSIGNS, AND ALL SUBSEQUENT PURCHASERS OF SAID PROPERTY, AND EACH SUCH PURCHASER OF SAID PROPERTY 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.

The restrictions filed by Oak Forest Corporation in the Harris County Clerk's Office on January 5th, 1950, recorded in Volume 2023, Page 447 of the Deed Records of said County, as modified by instrument filed in said office on April 14th, 1950, under Clerk's File No. 733,308 are hereby referred to and adopted, and said restrictions, together with those contained in this instrument, shall constitute the uniform plan of development of this property.

USE OF LAND

- (a) No signs, billboards, posters, or advertising devices of any character shall be erected on any of the property without the written consent of the Architectural Committee herein after provided for, and such consent shall be revocable at any time.
- (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 12, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (d) No dwelling shall be erected or placed on any lot or building site having a width of less than fifty (50) feet at the front building set back line and an area of less than fifty-five hundred (5500) square feet.
- (e) All lots in the tract shall be known and described as residential lots and shall be used only for residential purposes.

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All improvements shall be subject to the right of the donor on the lot so as to improve the same upon which such improvements are made.

(m) The Archdiocese, 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 due regard to the best general appearance to that immediate section.

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

(p) No residence shall be constructed on any lot or building site in this section for less than an actual cost of Five Thousand (\$5,000.00) Dollars. These restrictions concerning the value of improvements are to be given consideration based upon labor and material costs as of November 1, 1952.

(q) No residence shall be constructed on any lot or building site in this section with less than eleven hundred (1100) square feet of ground floor area exclusive of porches and garages.

(r) The building lines of any residence to be erected in this section 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 garages, the building line shall be three (3) feet from the side property line; and further provided that/all corner lots no structure shall be erected nearer than ten (10) feet from the side property lines which abut on a street.

(s) No fence, wall, hedge, pergola or any other detached structure 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 Control Committee. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any corner lot nearer to the side street property line than ten (10) feet.

(t) No radio aerial wires shall be maintained on any portion of any lot forward of the front building line of said lot.

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(f) No structure shall be erected on any residential lot except one detached single family dwelling not to exceed two stories in height and one one-car or two-car garage.

(g) The exterior walls of all dwelling units (including attached garages and porches) in this section shall be of brick veneer or natural stone veneer construction, except that gables and front and rear entrance ways may be of wood construction. Without in any way limiting the provisions of the preceding sentence, it is expressly provided that no exterior walls of any dwelling unit shall be constructed of asbestos shingles, concrete blocks, stucco, wood or fabricated stone. The type of exterior walls to be constructed in any dwelling unit must be approved in writing by the Architectural Control Committee before construction is begun.

(u) No detached garage, detached servants house, or other out-building of any kind shall be erected on any lot nearer to the front property line than seventy (70) feet, or nearer than three (3) feet from either side property line which abuts on another residential lot, or nearer than ten (10) feet from a side property line abutting on a street, or within the easement at the rear or on the side property line of said lot.

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No buildings shall be erected, maintained or permitted upon any lot.

ARCHITECTURAL CONTROL

No buildings 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 Elton Brimberry, Glenn McMillan and H. H. LeCrone, all of 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the Committee or to restore to it any of the powers and duties.

The committee's approval or disapproval as required in any of the covenants contained in this instrument shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related

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JAN 18 2007

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Harris County, Texas

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Deputy

covenants shall be deemed to have been fully complied with.

DURATION OF RESTRICTIONS

All of the restrictions and covenants herein set forth shall continue and be binding upon Elton Brimberry 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, Texas, as having more than fifty (50%) per cent of the front footage of the lots shown on the recorded plat of Oak Forest, Section 12, may release all of the lots hereby restricted from any one or more of said restrictions and covenants at the end of the first twenty-five (25) year period or at the end of any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the manner then required for 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 Elton Brimberry, 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 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.

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JAN 19 2002

BEVERLY B KAUFMAN, County Clerk
Harris County, Texas

Dolores J. Lopez
DOLORES LOPEZ

Deputy

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to enforce observance and compliance of the easements above-
mentioned, and conditions contained herein, in order to enforce
the observance or performance of same, shall have the right, in ad-
dition to all legal remedies, to an injunction, either prohibitive
or mandatory. The owner or owners of any lot or lots affected
shall have the right either to prevent a breach of any such restric-
tion, covenant or condition, or to enforce the performance of same
by injunction, either prohibitive or mandatory, all in addition to
any legal remedies such owner or owners might have for breach of
any of such restrictions, covenants or conditions.

EASEMENT

It is agreed that all sales and conveyances of lots and
dedication of streets in said subdivision shall be subject to any
easements over, under, along and across such portions of each lot,
as shown on the recorded plat and as may be reserved in each deed
as being appropriate or necessary for the purpose of installing,
using, repairing and maintaining public utilities, water, sewer
lines, electric lighting and telephone poles, pipelines and drain-
age 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 fur-
ther 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 purposes aforesaid.

There is also reserved and dedicated herewith for the
use of all public utility companies, easements for down guy anchors.

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and push braces against the same, and push the same lines of the lots in said subdivision, said down guy anchors and push braces to extend not more than twenty-five (25) feet from the center line of the dedicated easements as shown on the map of said subdivision. There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to and on both sides of all dedicated utility easements as shown on the map of said subdivision.

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

SEVERABILITY

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

IN TESTIMONY WHEREOF, ELTON BRIMBERRY has executed this instrument at Houston, Texas, on this 19 day of October, 1952.

Elton Brimberry
Elton Brimberry

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ELTON BRIMBERRY, 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 19 day of October, 1952.



D. D. Miller
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

Filed for Record Nov 26 1952 Vol. 760 of book 7
Recorded Jan 16 1953 Vol. 1008 of book 7
BY D. D. Miller, Clerk County Court, Harris County, Texas
Deputy

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Harris County, Texas

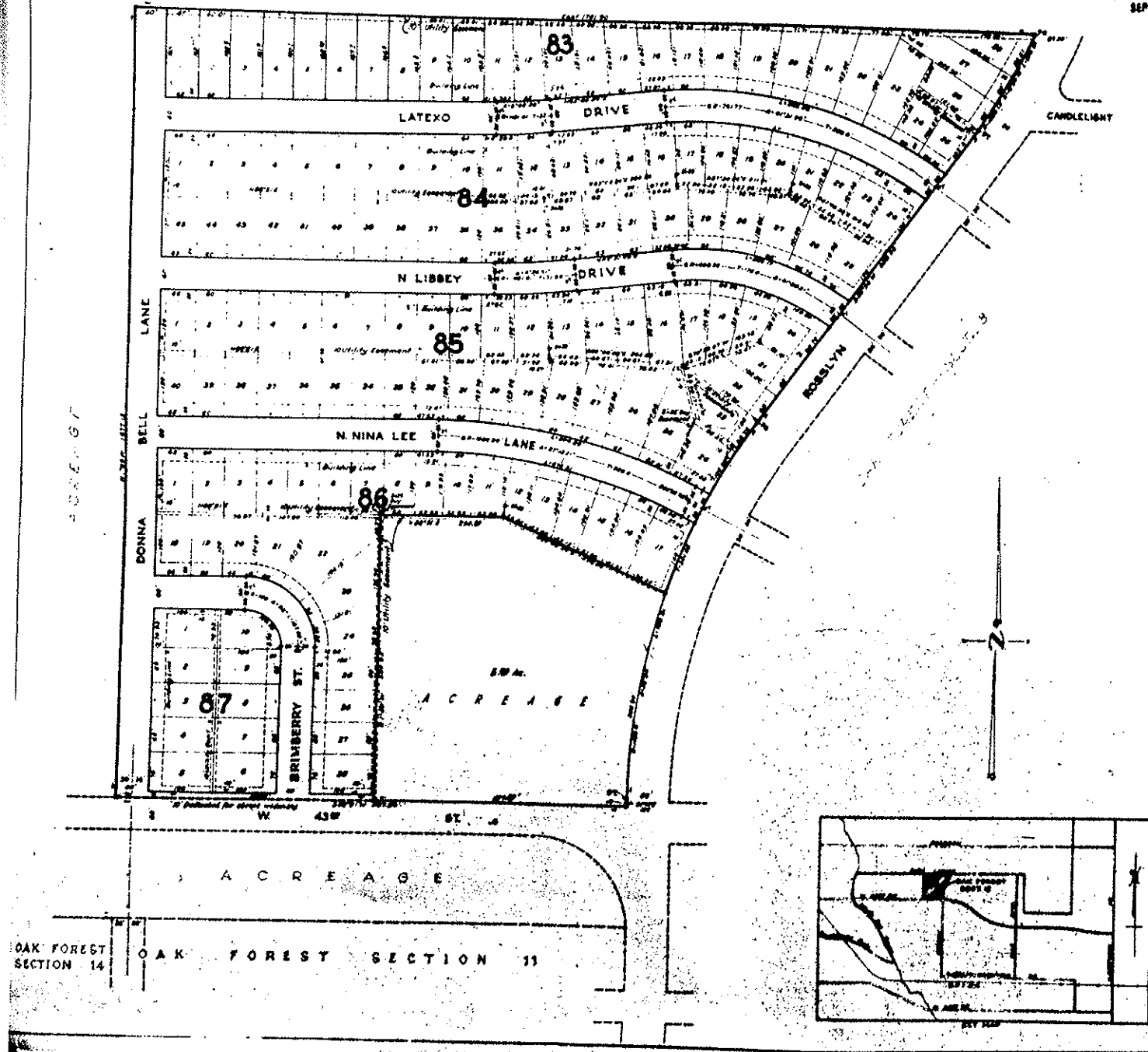
Dolores Lopez
DOLORES LOPEZ Deputy

1045490
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SEP 20 1962

OAK FOREST ADDITION - SECTION 12

A SUBDIVISION OF 86.89 ACRES IN THE DAVID HENSON LEAGUE
HOUSTON, TEXAS

Scale 1"=100' July 1960



STATE OF TEXAS
COUNTY OF HARRIS

I, Elton Brimberry, owner of the property subdivided in the above and foregoing map of OAK FOREST SECTION TWELVE, do hereby make subdivision of said property according to the lines, lots, alleys, parks, building lines and easements therein shown, and designate and subdivision as OAK FOREST SECTION TWELVE, in the David Henson League, Harris County, Texas, and dedicate to the public use as such the streets, alleys, parks and easements shown hereon forever and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of the streets and alleys to conform to such grades and do hereby bind myself, my heirs and assigns to warrant and forever defend the title to the land so dedicated.

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 utility easements shown hereon.

WITNESS my hand in Houston, Harris County, Texas, this 14th day of September A.D. 1960

Elton Brimberry
Owner

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Elton Brimberry, 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 there in set forth.

Given under my hand and seal of office this 14th day of September A.D. 1960

James K. Dyer
Notary Public
in and for Harris County, Texas

This is to certify that I, Robt M. Atkinson, a registered engineer of the State of Texas, have plotted the above subdivision from an actual survey on the ground and that all block corners, angle points and points of curve are properly marked with iron pipes 1" in diameter and that this plat correctly represents that survey made by me.
Robt M. Atkinson
Texas Registration No. 6275

This is to certify that the City Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Oak Forest Addition, Section 12 as shown hereon.
In testimony whereof witness the official signatures of Chairman and Secretary of the City Planning Commission of the City of Houston, Texas, this 18th day of September A.D. 1960
R. S. [Signature]
Chairman

THE STATE OF TEXAS
County of Harris
L.W.D. Miller, Clerk of the County Court of Harris County, Texas, do hereby certify that the within instrument with its each Page of authentication was filed for registration in my office on _____ 1962, of _____ o'clock _____ M. in the _____ Page of record of _____ Per said County.
WITNESS my hand and seal of office, at Houston, the day and date last above written.

L.W.D. MILLER
Clerk County Court Harris County Texas
By _____ Deputy

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