

SECTION 8

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 Deputy

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DEED RECORDS

THE HANSEN
COUNTY OF HARRIS

WHEREAS the Forest Corporation, Texas, Incorporated, is the owner of the following described tract of land out of the David Hansen Survey, in Harris County, Texas and more particularly described as follows:

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

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

THENCE following said curve to the right having a central angle of 18°19'43" and a radius of 1146 feet for a distance of 379.93 feet to the end of said curve;

THENCE S.36°09'17" W.23.28 feet to a point in the N.E. R/W line of W.43rd St.;

THENCE N.53°51'17" W.450 feet, along the northeast line of West 43rd Street, to the beginning of a curve to the left;

THENCE following said curve to the left, having a central angle of 38°23' and a radius of 1095.30 feet for a distance of 714.64 feet to the end of said curve;

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

THENCE in a northerly direction, following a curve to the right having a central angle of 38°34' and a radius of 1186 feet for a distance of 751.05 feet to the end of said curve;

THENCE N. 15°20' E.683.25 feet to the beginning of a curve to the left;

THENCE following said curve to the left, having a central angle of 18°19'43" and a radius of 1085.13 feet for a distance of 379.93 feet to the end of said curve in the north line of the David Hansen Survey;

THENCE East 1255.63 feet to the place of beginning, and containing 54.282 acres or less.

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A CERTIFIED COPY

ATTEST: JAN 18 2002

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores Lopez
DOLORES LOPEZ Deputy

WHEREAS Oak Forest Corporation, a Texas Corporation, is the owner of the following described tract of land out of the David Henson Survey, in Harris County, Texas and more particularly described as follows:

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

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

NOW THEREFORE ANDY AND LINDA JOYCE JOHNSON

That Oak Forest Corporation does hereby dedicate its streets, avenues, drives and easements for public use such, reserving the right to install, maintain and remove to at any time use the same for installation, maintenance, repairs and renewal of any and all public utilities, and does hereby agree that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements and restrictions as hereinafter set forth.

DEFINITIONS

The word "STREET" as used herein shall include any street, drive, boulevard, road, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "CORNER LOT" is one that abuts on more than one street. Any lot, except a corner, is deemed to front on the street upon which it abuts. A Corner Lot shall be deemed to front on the street designated by the Corporation as hereinafter provided.

RESTRICTIONS

For the purpose of creating and conveying such a uniform plan for the improvement and maintenance of the streets of Oak Forest and its subdivisions, the following restrictions shall apply to all lots shown on the recorded plat and to all lots hereinafter created and adopted.

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DOLORES LOPEZ Deputy

a part of each and every conveyance made by or on behalf of Oak Forest Corporation, its successors and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said addition as shown by said plat and referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Oak Forest Corporation and its successors and all subsequent purchasers of said property, and each such purchaser by virtue of accepting a contract or deed covering said property shall be subject to and bound by such restrictions, covenants and conditions and by the terms of this instrument.

USE OF LAND

(a) No signs, billboards, posters, or advertising devices of any character shall be erected on any of the property without the written consent of the Corporation, and such consent shall be revocable at any time; provided, however, that the provisions of this paragraph shall not apply to that part of the tract marked "Reserve A" in Block 64.

(b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(c) No noxious or offensive trade or activity shall be carried on upon any of the property in Section Eight, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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ATTESY **JAN 18 2002**

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Harris County, Texas

Dolores J. Lopez
DOLORES LOPEZ

Deputy

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(d) No lot shall be subdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 60 feet at the front building setback line and an area of less than 6600 square feet, except that a dwelling may be erected or placed on each one of the following tracts; 25, 26, 27, 28, 29, 30, 31, 32, and 33, all in block 65 as platted and shown on the recorded plat.

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

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

(g) No structure shall be moved on to any lot.

(h) 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 (i) 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

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DOLORES LOPEZ

Deputy

which construction is in progress and not on adjoining lots, streets, or easements, and at completion of construction the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(i) No garage apartments for rental purposes shall be permitted. Living quarters on property other than in main building may be used for bonafide servants only and such living quarters shall not contain any kitchen facilities whatsoever.

(j) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

(k) The Corporation reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with due regard to the best general appearance to that immediate section.

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

(m) No residence shall be constructed on any lot or building site in this Subdivision with less than 800 square feet of ground floor area exclusive of porches and garage.

(n) The building lines of any residence to be erected in Section Eight of Oak Forest Addition shall be as follows:

Not less than twenty-five (25) feet from the front property line; and not less than five (5) feet from the side property lines, except that on all corner lots no structure shall be erected nearer than ten (10) feet from the side property lines which abut on a street.

(o) No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot, unless approved by the architectural control committee provided for herein.

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

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Harris County, Texas

Dolores I. Lopez
DOLORES LOPEZ Deputy

(q) No garage, servant's house or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet from the front property line, nor nearer than five (5) feet from either side property line, nor nearer than the easement on the rear or side property line of said lot.

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.

(a)

all remaining, ground, and improvements thereon, and the right to use the same, shall be deemed to be a part of the lot, and shall be conveyed and transferred as such, and shall be subject to the same provisions as the lot upon which it is situated, and shall be subject to the same provisions as the lot upon which it is situated, and shall be subject to the same provisions as the lot upon which it is situated.

ARCHITECTURAL CONTROL

No building shall be erected, planned or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of Henry J. N. Taub, 909 Franklin Avenue, Houston, Texas; M. E. Robertson, Sr., 7520 Joplin St., Houston, Texas; and W. E. Junell, 905 Second National Bank Building, Houston, Texas. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee, as hereinafter provided, of its power and authority.

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after plans and specifications have been submitted to it, or in any event, if no such be within the expiration has been advanced prior to the completion thereof, approval will not be required and the related 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 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, Texas, as having more than fifty percent of the front footage of the lots shown on the recorded plat of Oak Forest, Section Eight, 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 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 (15) year period thereafter.

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

The restrictions herein set forth shall be binding upon the Corporation, its successors and assigns and all parties claiming by, through, or under it or them, and all subsequent property owners in said Subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions provided, however, that no such person or Corporation shall be liable except in respect to breaches committed during its, his, or their ownership of said property. The violation of any such restriction, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions, covenants, and conditions herein mentioned.

Oak Forest Corporation, its successors and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction, either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

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

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Dolores J. Lopez Deputy
DOLORES LOPEZ

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in being used for the purpose of collecting, conveying, storing, treating, purifying and distributing public utilities, water, sewer water, drainage ditches or structures and any utility installation.

For the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid.

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 (3) feet of the side lines of lots in said subdivision, said down guy anchors and push braces to extend not more than twenty-five (25) feet from the 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 and adjacent to and on both sides of all dedicated utility easements as shown on the map of said subdivision.

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as being appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines, 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

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 Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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 Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, OAK FOREST CORPORATION has caused these presents to be executed by its President and its corporate seal affixed hereto on this the 11th day of April, 1950.

OAK FOREST CORPORATION

ATTEST:

Roy H. Dece
Roy H. Dece, Secretary

Henry J. N. Taub
President

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared HENRY J. N. TAUB, President of Oak Forest Corporation, a Texas Corporation, 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, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office this 11th day of April, 1950.

Ben Sachs BEN SACHS
Notary Public in and for Harris County,
Texas

