Section 1 Section 2 Section 3 Section 5

# Use of Land

- used for anything other than residential purposes.
- used for anything other than residential purposes.
- (a) Except as herein noted, no lots shall be (a) Except as herein noted, no lots shall be (a) Except as herein noted, no lots shall be used for anything other than residential purposes.
  - used for anything other than residential purposes.

- (b) The Company, for itself, its successors and assigns, makes the following reservations for business purposes in said Addition:
- Block One (1) Lots One (1) Two (2) and Three (3);
- Block Two (2) Lots One (1) Two (2), and Three (3); Block Five, Lots thirty-four (34), thirty-
- five (35) and thirty-six (36); Block Six (6) Lots One (1) to three (3) inclusive, and lots thirty-six (36) to forty-
- two (42), inclusive; block twelve (12) lots six (6) and seven (7);
- Block thirteen (13) Lots fifteen (15) and sixteen (16)
- Block fourteen (14) lots twelve (12) and thirteen (13) and
- block fifteen (15) lots One (1) and Two (2),

which may be used for business purposes and when so used the restrictions applying to residences do not apply.

- (b) The Company, for itself, its successors and assigns, makes the following reservations:
- Block Thirty-One (31) may be used for school purposes, and when so used, the restrictions applying to residences do not apply. If not used for school purposes, it is to be platted and used for residential purposes only, the same general restrictions applying as those in the balance of the subdivision.
- A building or buildings may be erected by the Company, its successors or assigns, on Lot One (1), Two (2) and Three (3), Block Twenty-Seven (27), and used for office and/or display purposes, but any such building or buildings must be two-story in design, and the exterior of such building or buildings must be attractive in appearance, and be of residential design, and such building or buildings must be placed on any or all of these lots in conformity with all residential building line restrictions and requirements.
- (c) No signs, billboards, posters, or erected on this property without the written be erected on this property without the consent of the Company, and such consent shall be revocable at any time. \_The right is consent shall be revocable at any time. \_The reserved by the Company to construct and maintain such signs, billboards, or advertising devices, as is customary in in this subdivision.
- advertising devices, as is customary in connection with the general sale of property connection with the general sale of property connection with the general sale of property in this subdivision.

(c) No signs, billboards, posters, or

written consent of the Company, and such

and maintain such signs, billboards, or

- (d) No swine shall be kept on said premises. (c) No swine shall be kept on said premises.
  - (e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof be used for illegal or immoral purposes.
- (b) No signs, billboards, posters, or advertising devices of any character shall be advertising devices of any character shall be devertising devices of any character shall be advertising to the character shall be advertised to the character shall be advertised to the cha written consent of the Company, and such consent shall be revocable at any time. The right is reserved by the Company to construct right is reserved by the Company to construct reserved by the Company to construct and and maintain such signs, billboards, or advertising devices, as is customary in in this subdivision.
- (d) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises or any part thereof, nor shall said premises or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.
- advertising devices of any character shall be erected on this property without the erected on this property without the written consent of the Company, and such consent shall be revocable at any time. The right is maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this subdivision.

  - (d) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

(e) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof 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 homesite in Garden Oaks, Section FiveOne, until plans and specifications have been submitted to and approved in writing by Garden Oaks Co. Such., 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 by the Company is to be based on the following general requirements, -stipulations and restrictions, together with any other and restrictions, together with any other requirements, stipulations, and restriction that <u>seem advisable by</u> the Company

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 homesite in Garden Oaks, Section FiveTwo, until plans and specifications have been submitted to and approved in writing by Garden Oaks Co. Such approval is to include Garden Oaks Co. 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 exterior of the structure, and such approval by the Company is to be based on the following general requirements, stipulations following general requirements, -stipulations requirements, stipulations, and restrictions requirements, stipulations, and restrictions that the Company may deem advisable to

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 homesite in Garden Oaks, Section FiveThree, until plans and specifications have been submitted to and approved in writing by exterior design, the type of material to be used and the colors to be applied on the by the Company is to be based on the and restrictions, together with any other that the Company may deem advisable to include in the deed conveying said property: include in the deed conveying said property+;

No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior thereof after original construction, on any lot or homesite in Garden Oaks, Section Five, until plans and specifications have been submitted to and approved in writing by Garden Oaks Co. 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 by the Company is to be based on the following general requirements. stipulations and restrictions, together with any other requirements, stipulations, and restrictions that the Company may deem advisable to include in the deed conveying said property:

(a) No residence shall be erected on anya lot (a) No residence shall be erected on anya lot (a) No residence shall be erected on anya lot front building line is less frontage than (60 seventy five (75) feet.

front building line is less frontage than (60)seventy-five (75) feet.

or homesite where the width of the lot at the or homesite where the width of the lot at the front building line is less frontage than (60seventy-five (75) feet.

(a) No residence shall be erected on any lot or homesite where the width of the lot at the front building line is less than (60) feet.

(b) No residence shall be constructed to accommodate more than two (2) families.

(b) No residence shall be constructed to accommodate more than two (2) families.

(b) All lots in the tract shall be known and described as residential lots, and no height and a one or two car garage.

described as residential lots, and no structure shall be erected on any residential structure shall be erected on any residential building plot other than one detached single-building plot other than one detached singlefamily dwelling not to exceed two stories in family dwelling not to exceed two stories in height and a one or two car garage.

garage, barn or other outbuilding erected in

(d) No trailer, basement, tent, shack,

(b) All lots in the tract shall be known and

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

(d) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.

the tract shall at any time be used as a residence, nor shall any residence of a temporary character be permitted. No trailer, trailer house, or movable structure of any kind or type, or temporary

No trailer, trailer house, or movable structure of any kind or type, or temporary building shall be erected or maintained on any lot except during actual construction of 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.

(e) No garage apartment for rental purposes

building shall be erected or maintained on any lot except during actual construction of the home being erected thereon, and then such the home being erected thereon, and then such trailer house or temporary building must be trailer house or 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.

(c) No garage apartment for rental purposes permitted. All living quarters on property permitted. -All living quarters on property other than in main building to be for bona fide servants only.

other than in main building to be for bona fidebide servants only. (f) All improvements shall be constructed on

(e) No garage apartment for rental purposes permitted. All living quarters on property other than in main building to be for bona fide servants only.

the lot so as to front the street upon which on the lot so as to front the street upon such lot faces.

(c) All improvements shall be constructed on (f(d)) All improvements shall be constructed which such lot faces.

such lot faces.

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

- equal dimensions on two streets, or they are nearly equal dimensions on two streets, or irregular shaped lots, the Company reserves they are irregular shaped lots, the Company irregular shaped lots, the Company reserves the right to designate the direction in which reserves the right to designate the direction the right to designate the direction in which the right to designate the direction in which such improvements shall face, and such decision shall be made with the thought in mademind of the best general appearance to that immediate section.
- (e) Dwellings on corner lots shall have a presentable frontage on all streets on which a presentable frontage on all streets on the particular corner lotslot fronts.
- lot or building site in the Subdivision facing on any lot or building site facing North North Shepherd Drive of less actual value than Twenty-seven Hundredthe sum of Thirtyfive hundred dollars (\$3,500.00), nor than the sum of Thirty-Five Hundred on any other in the Subdivision, of less actual value than Twentytwo hundred and Fiftyfifty Dollars (\$27502,250.00).\_ These restrictions as to the value of improvements Dollars (\$2750.00). These restrictions as are based upon labor and material costs as of to the value of improvements are based upon March 31, 1942June 15, 1937, and all future labor and material costs as of March 31, value values of improvements is to be given consideration based upon comparative costs of improvements is to be given consideration labor and material materials at the time of construction, using the basic value hereinabove given.
- The front building line shall not besaid to the front property line, the side building Ninth Street, West Forty First Street, and lines shall not be of each lot, nor nearer than ten (10fifteen (15) feet to either side erected shall be not be nearer than forty property line, and the rear building line rear property line of each lot, except in case of short or irregular shaped lots in which case the Company reserves the right to of each lot; improvements to be erected thereon are presented for approval. It is understood that the gallery, terrace, or porch shall come within these restrictions but these restrictions do not include steps.
- or other detached structure for ornamental or other detached structure for ornamental other detached structure for ornamental purposes shall be erected, grown or the front building line of said lot without the front building line of said lot without the front building line of said lot without the consent of the Company.

building line of said lot.

- in which such improvements shall face, and such improvements shall face, and such that immediate section.
- (f) Dwellings on corner lots shall have (h) Dwellings on corner lots shall have a which the particular corner lotslot fronts. the particular corner lotslot fronts.
- (f) No residence shall be constructed on any (i (g) No residence shall be constructed Shepherd Drive, Garden Oaks Boulevard and West Forty-Third Street of less actual value (\$3,500.00) Dollars, nor on any other lot in the Subdivision, of less actual value than Twenty-sevenFive Hundred and Fifty(\$2,500.00) the value of improvements are based upon 1942 January 1, 1939, and all future value of based upon comparative costs of labor and based upon comparative costs of labor and material at the timetine of construction, using the basic value hereinabove given.
- (d) Where corner lots are of equal or nearly (e) Where corner lots are of equal or (g) Where corner lots are of equal or nearly equal dimensions on two streets, or they are such decision shall be made with the thought decision shall be made with the thought in in <u>mademind</u> of the best general appearance to mademind of the best general appearance to that immediate section.
  - presentable frontage on all streets on which

  - (i) No residence shall be constructed on any lot or building site in the Subdivision of less actual value than Twentytwenty-seven Hundred and Fifty Dollars (\$2750hundred fifty (\$2,750.00).) dollars. These restrictions as to labor and material costs as of March 31, 1942 January 1, 1939, and all future value of improvements is to be given consideration material at the time of construction, using the basic value hereinabove given.
  - (h) The building lines of any residence to be (j) The building lines of any residence to be (j) The building lines of any residence to be erected on any lot shall be as follows: erected on any lot shall be as follows: erected on any lot shall be as follows:
- The front building line On all lots facing on North Shepherd Drive, Suebarnett premises nearer than forty (40 fifty (50) feet Drive, West Thirty-Eighth Street, West Thirty West Forty Second Street, the residence to be (40 fifty (50) feet to the front property shall not be nearer than ten (10) feet to the line, the side building lines shall not be block thirty-two (32), the residence to be of each lot nor nearer than ten (10fifteen erected shall not be nearer than forty (40) (15) feet to either side property line, and fifty (50) feet to the front property line of property line of property line of property line. designate the building line when plans for Oaks Boulevard and West Forty-Third Street, either side property line of each lot; the rear building line residence to be erected shall not be nearer than ten (10seventy five (75) feet to the rearfront property line of each lot nor nearer than fifteen (15) feet to either side property line of each lot.
  - purposes shall be erected, grown or the consent of the Company.
- any portion of any lot forward of the front any portion of any lot forward of the front on any portion of any lot forward of the building line of said lot.
- (h) No fence, wall, hedge, nor any pergola (h) No fence, wall, hedge, nor any pergola (k) No fence, wall, hedge, nor any pergola or (k) No fence, wall, hedge, nor any pergola or purposes shall be erected, grown or maintained on any part of any lot forward of maintained on any part of any lot forward of maintained on any part of any lot forward of

the consent of the Company.

The front building line On all lots in

No radio aerial wires shall be maintained on No radio aerial wires shall be maintained on (1) No radio aerial wires shall be maintained (1) No radio aerial wires shall be maintained front building line of said lot.

- (g) Where corner lots are of equal or nearly equal dimensions on two streets, or they are irregular shaped lots, the Company reserves such improvements shall face, and such decision shall be made with the thought in made of the best general appearance to that immediate section.
- (h) Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner lots fronts.
- (i) No residence shall be constructed on any lot or building site in the Subdivision of less actual value than Twenty-seven Hundred and Fifty Dollars (\$2750.00). These restrictions as to the value of improvements are based upon labor and material costs as of March 31, 1942, 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.

- The front building line shall not be nearer than forty (40) feet to the front property line, the side building lines shall not be property line, and the rear building line On all lots facing on Garden each lot nor nearer than fifteen (15) feet to shall not be nearer than ten (10) feet to the rear property line.
  - 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 consent of the Company.
  - on any portion of any lot forward of the front building line of said lot.

(i) No garage, barn, servant's house or other (i) No garage, barn, servant's house or other outbuilding of any kind shall be erected on outbuilding of any kind shall be erected on the front property line, nor of any lot nearer than five (5ten (10) feet to either side property line, except that no structure side property line, except that no structure the easement on the rear or side property line of saidany lot.

the front property line, nor of any lot nearer than five (5ten (10) feet to either shall be nearer than ten (10) feet to of any shall be nearer than ten (10) feet to of any side street property linelot, nor nearer than side street property linelot, nor nearer than line, nor nearer than the easement enof the the easement on the rear or side property line of saidany lot.

(m) No garage, barn, servant's house or other (m) No garage, barn, servant's house or other any lot-nearer than one hundred (100) feet to any lot-nearer than one hundred (100) feet to outbuilding of any kind shall be erected on outbuilding of any kind shall be erected on except that no structure shall be nearer than that no structure shall be nearer than ten ten (10) feet to any side street property rear or side property line of said lot.

any lot nearer than one hundred (100) feet to any lot nearer than one hundred (100) feet to the front property line, nor nearer than five the front property line, nor nearer than five (5ten (10) feet to either side property line, (5) feet to either side property line, except (10) feet to any side street 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 This does not apply to garage and servant's This does not apply to garage and servant's any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

quarters when attached to main residence, but quarters when attached to main residence, and the properties when attached to main residence, and the properties w any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

This does not apply to garage and servant's any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

No <u>outbuilding</u>outbuildings shall exceed in No <u>outbuilding</u>outbuildings shall exceed in which they are appurtenant, without the written consent of the Company. Every outbuilding except a greenhouse shall dwelling to which it is appurtenant.

height, or number of stories, the dwelling to height, or number of stories, the dwelling to height the dwelling to which they are which they are appurtenant, without the written consent of the Company. Every outbuilding except a greenhouse shall correspond in style and architecture to the correspond in style and architecture to the dwelling to which it is appurtenant.

No outbuildingoutbuildings shall exceed in appurtenant, without the written consent of the Company. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

No outbuilding shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Company. 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 Company to change these restrictions in the case of unusual or irregularlyirregular shaped lots, unusual or irregularlyirregular shaped lots, or lots unusual in size, where same is required considered desirable for the advantance and best appearance of the immediate community.

The right is reserved by the Company to change these restrictions in the case of or lots unusual in size, where same is required considered desirable for the advantange and best appearance of the immediate community.

The right is reserved by the Company to change these restrictions in the case of unusual or irregularlyirregular shaped lotsor lots unusual in size. where same is required for the advantage and best appearance of the immediate community.

The right is reserved by the Company to change these restrictions in the case of unusual or irregularly shaped lots, or lots unusual in size, where same is required for the advantange and best appearance of the immediate community.

(i) No building of frame construction on the (i) No building of frame construction on the (n) No building of frame construction on the stained or painted an attractive color.

exterior of any kind or character shall be exterior of any kind or character shall be exterior of any kind or character shall be stained or painted an attractive color.

of paint, and no such building shall have a of paint, and no such building shall have a of paint, and no such building shall have a wood shingle roof unless same is painted or wood shingle roof unless same is painted or wood shingle roof unless same is painted or stained an attractive color.

(n) 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 erected on any lot unless same at the time of erected on any lot unless same at the time of construction shall receive at least two coats construction shall receive at least two coats construction shall receive at least two coats of paint, and no such building shall have a wood shingle roof unless same is painted or stained an attractive color.

(k) No building material of any kind or property line.

(k) No building material of any kind or character shall be placed or stored upon the character shall be placed or stored upon the character shall be placed or stored upon the property until the owner is ready to commence property until the own improvements, and then such material shall be improvements, and then such material shall be improvements, and then such material shall be placed within the property lines of the lot placed within the property lines of the lot placed within the property lines of the lot or parcel of land upon which the improvements or parcel of land upon which the improvements or parcel of land upon which the improvements are to be erected, and shall not be placed in are to be erected, and shall not be placed in are to be erected, and shall not be placed in are to be erected, and shall not be placed in the streets or between the pavement and the streets or between the pavement and the street or between the pavement and property line.

(o) No building material of any kind or property line.

(o) No building material of any kind or character shall be placed or stored upon the placed within the property lines of the lot the street or between the pavement and property line.

(p) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected an any lot shall be placed on any adjoining lots, streets, or easements. All such material, if streets or easements. All such material, if not disposed of immediately, must remain on not disposed of immediately, must remain on progress, and at the completion of such improvements, such materialsmaterial must be immediately removed from the property.

(p) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected an any lot shall be placed on any adjoining lots, the property on which construction work is in the property on which construction work is in progress, and at the completion of such improvements, such materials must be immediately removed from the property.

### **Duration of Restrictions**

set forth shall continue and be binding upon set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty-five twentyfive assigns for a period of twenty-five twentyfive assigns for a period of twenty-five (25) (25) years from the date this instrument is (25) years from the date this instrument is filed for record in the office of the County 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 owners of the legal title to the lots as shown by the records of Harris County, having more than fifty per cent of the front footage of the lots shown on plat of record may release all lots shown on plat of record may release all of the lots hereby restricted from any one or of the lots hereby restricted from any one or more of said restrictions and covenants, and more of said restrictions and covenants, and said plat from any restriction or covenant said plat from any restriction or covenant created by deed from the Company at the end created by deed from the Company at the end of the first twenty-five (25) year period or of the first twenty-five (25) year period or at the end of any fifteen (15) year period at the end of any fifteen (15) year period thereafter, by executing and acknowledging an thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same writing for such purpose and filing the same for record in the manner then required for for record in the manner then required for the recording of land instruments, at least the recording of land instruments, at least two (2) years prior to the expiration of the two (2) years prior to the expiration of the first twenty-five twentyfive (25) year period, first twenty-five (25) year period, or at least two (2) years before the expiration of any fifteen  $(\frac{15}{15})$  year period expiration of any fifteen  $(\frac{15}{15})$  year period expiration of any fifteen  $(\frac{15}{15})$ thereafter

All of the restrictions and covenants herein All of the restrictions and covenants herein the Company and upon its successors and Clerk of Harris County, Texas, and shall automatically be extended thereafter for successive periods of fifteen (15) years; provided, -however, -that the owners of the legal title to the lots as shown by the records of Harris County, having more than fifty per cent of the front footage of the appropriate agreement or agreements in or at least two (2) years before the thereafter

All of the restrictions and covenants herein set forth shall continue and be binding upon 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 owners of the legal title to the lots as shown by the records of Harris County, having more than fifty per cent of the front footage of the lots shown on plat of record may release all more of said restrictions and covenants, and more of said restrictions and covenants, and said plat from any restriction or covenant created by deed from the Company 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 any fifteen (15) year period thereafter.

All of the restrictions and covenants herein set forth shall continue and be binding upon the Company 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 owners of the legal title to the lots as shown by the records of Harris County, having more than fifty per cent of the front footage of the lots shown on plat of record may release all of the lots hereby restricted from any one or of the lots hereby restricted from any one or may release any lot or building site shown on may release any lot or building site shown on may release any lot or building site shown on may release any lot or building site shown on said plat from any restriction or covenant created by deed from the Company 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**

binding upon the Company, its successors and binding upon the Company, its successors and assigns, and all parties claiming by, through assigns, and all parties claiming by, through or under it or them, and all subsequent owners of property in said Subdivision, subdivision, each of whom shall be 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 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 violation of any such restriction, covenant or condition shall not operate to invalidate or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said acquired and held in good faith against said property, or any part thereof, but such liens 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, nevertheless to the restrictions, covenants, and conditions, herein mentioned. Garden Oaks Co-.. 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 in order to prevent a breach, or to enforce the observance or performance of same, shall the observance or performance of same, shall have the right in addition to all other legal have the right in addition to all other legal remedies, to an injunction either prohibitive remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots 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 performance of same.

The restrictions herein set forth shall be

The purchasers of property in said

Subdivisionsubdivision shall be required to owned by each, and shall not permit the accumulation of trash, rubbish, or other unsightly obstacles on the premises, the street abutting the same. The area in the line shall at all times be kept clean and free of unsightly obstacles.

The restrictions herein set forth shall be or under it or them, and all subsequent owners of property in said

obligated and bound to observe such restrictions, covenants, and conditions, provided, however, that no such person or to breaches committed during its, his or their ownership of said property. The any mortgage, deed of trust, or other lien may be enforced as against any and all property covered thereby, subject and conditions, herein mentioned. Garden Oaks Co-., shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce

The purchasers of property in said Subdivision shall be required to owned by each, and shall not permit the

performance of same.

free of unsightly obstacles.

accumulation of trash, rubbish, or other unsightly obstacles on the premises, the street abutting the same. The area in the street between the pavement and the property street between the pavement and the property line shall at all times be kept clean and

The restrictions herein set forth shall be binding upon the Company, its successors and assigns, and all parties claiming by, through The restrictions herein set forth shall be 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 may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants, Co. 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 remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots 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

performance of same. The purchasers of property in said

owned by each, and shall not permit the accumulation of trash, rubbish, or other unsightly obstacles on the premises, the street abutting the same. The area in the line shall at all times be kept clean and free of unsightly obstacles.

Subdivision shall be required to

binding upon the Company, 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 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. Garden Oaks and conditions herein mentioned. Garden Oaks Co. 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 the observance or performance of same, shall have the right in addition to all other legal have the right in addition to all other legal remedies, to an injunction either prohibitive affected shall have the right either to prevent a breach of any such restriction. covenant or condition or to enforce performance of same.

The purchasers of property in said Subdivision shall be required to keep the keep the weeds cut on the particular property keep the weeds cut on the particular property owned by each, and shall not permit the accumulation of trash, rubbish, or other unsightly obstacles on the premises, the easements, or easementseasement, or in the alley, or in the easement, or in the alley, or in the easement, or in the alley, or in the alley, or in the street abutting the same. The area in the street between the payement and the property line shall at all times be kept clean and free of unsightly obstacles

# Upkeep

### Amendment

itself, its successors and assigns, to make itself, its successors and assigns, to make other restrictions applicable to any lot or other restrictions applicable to any lot or homesite by appropriate provisions inserted homesite by appropriate provisions inserted in any contract or deed covering said in any contract or deed covering said property, and notwithstanding any other property, and notwithstanding any other provisions hereof, said Company when acting provisions hereof, said Company when acting with the consent and approval of the owners with the consent and approval of the owners of seventyfive per cent of the property in of seventyfive per cent of the property in said addition, may change, remove or modify said addition, may change, remove or modify any of the terms, conditions, restrictions, any of the terms, conditions, restrictions, affecting only that portion of said
subdivision belonging to said Company and
subdivision belonging to said Company and residential purposes to be used for the residential purposes to be used for the establishing or maintaining of a business. establishing or maintaining of a business.

Garden Oaks Co., reserves the right for Garden Oaks Co., reserves the right for provisions and covenants contained herein as provisions and covenants contained herein as such consenting property owners, and provided such consenting property owners, and provided further that under no circumstances shall any further that under no circumstances shall any such change, alteration or modification have such change, alteration or modification have the effect of permitting lots restricted for the effect of permitting lots restricted for