

All sections compared to Section 5. Words in blue appear in the that Section but not in Section 5. Words in red strikethrough are in Section 5, but not in that Section.

Section 1	Section 2	Section 3	Section 5
<p>Use of Land</p> <p>(a) Except as herein noted, no lots shall be used for anything other than residential purposes.</p> <p><u>(b) The Company, for itself, its successors and assigns, makes the following reservations for business purposes in said Addition:</u></p> <p><u>Block One (1) Lots One (1) Two (2) and Three (3);</u> <u>Block Two (2) Lots One (1) Two (2), and Three (3);</u> <u>Block Five, Lots thirty-four (34), thirty-five (35) and thirty-six (36);</u> <u>Block Six (6) Lots One (1) to three (3) inclusive, and lots thirty-six (36) to forty-two (42), inclusive;</u> <u>block twelve (12) lots six (6) and seven (7);</u> <u>Block thirteen (13) Lots fifteen (15) and sixteen (16)</u> <u>Block fourteen (14) lots twelve (12) and thirteen (13) and</u> <u>block fifteen (15) lots One (1) and Two (2),</u></p> <p><u>which may be used for business purposes and when so used the restrictions applying to residences do not apply.</u></p> <p><u>(c) No</u> signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of the Company, and such consent shall be revocable at any time. <u>The right is reserved by the Company to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this</u> subdivision<u>Subdivision.</u></p> <p><u>(d) No</u> swine shall be kept on said premises.</p> <p><u>(e) No</u> 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.</p>	<p>(a) Except as herein noted, no lots shall be used for anything other than residential purposes.</p> <p><u>(b) The Company, for itself, its successors and assigns, makes the following reservations:</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>(c) No</u> signs, billboards, posters, or advertising devices efor any character shall be erected on this property without the written consent of the Company, and such consent shall be revocable at any time. <u>The right is reserved by the Company to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this subdivision.</u></p> <p><u>(d) No</u> swine shall be kept on said premises.</p> <p><u>(e) No</u> 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.</p>	<p>(a) Except as herein noted, no lots shall be used for anything other than residential purposes.</p> <p><u>(b) The Company, for itself, its successors and assigns, makes the following reservations:</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p>(b) No signs, billboards, posters, or advertising devices of any character shall be erected on this property<u>this property</u> without the written consent of the Company, and such consent shall be revocable at any time. <u>The right is reserved by the Company to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this subdivision.</u></p> <p>(c) No swine shall be kept on said premises.</p> <p>(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.</p>	<p>(a) Except as herein noted, no lots shall be used for anything other than residential purposes.</p> <p>(b) No signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of the Company, and such consent shall be revocable at any time. The right is reserved by the Company to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this subdivision.</p> <p>(c) No swine shall be kept on said premises.</p> <p>(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.</p>

Architectural Restrictions

<p>No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior <u>design</u> 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 requirements, stipulations, and restrictions- that <u>seem advisable by</u> the Company</p>	<p>No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior <u>design</u> 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 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:</p>	<p>No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior <u>design</u> 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 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*;</p>	<p>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:</p>
<p>(a) No residence shall be erected on <u>anya</u> lot or homesite where the width of the lot at the front building line is less frontage than 460<u>seventyfive (75)</u> feet.</p>	<p>(a) No residence shall be erected on <u>anya</u> lot or homesite where the width of the lot at the front building line is less frontage than 460<u>seventy-five (75)</u> feet.</p>	<p>(a) No residence shall be erected on <u>anya</u> lot or homesite where the width of the lot at the front building line is less frontage than 460<u>seventy-five (75)</u> feet.</p>	<p>(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.</p>
<p><u>(b) No residence shall be constructed to accommodate more than two (2) families.</u></p>	<p><u>(b) No residence shall be constructed to accommodate more than two (2) families.</u></p>	<p>(b) All lots in the tract shall be known and described as residential lots, and 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 a one or two car garage.</p>	<p>(b) All lots in the tract shall be known and described as residential lots, and 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 a one or two car garage.</p>
		<p>(c) No structure shall be moved onto any lot.</p>	<p>(c) No structure shall be moved onto any lot.</p>
		<p>(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.</p>	<p>(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.</p>
		<p>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 the home being erected thereon, and then such 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.</p>	<p>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 the home being erected thereon, and then such 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.</p>
	<p>(c) No garage apartment for rental purposes permitted. All living quarters on property other than in main building to be for bona fide servants only.</p>	<p>(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.</p>	<p>(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.</p>
<p><u>(c)</u> All improvements shall be constructed on the lot so as to front the street upon which such lot faces.</p>	<p>+(d) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.</p>	<p>(f) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.</p>	<p>(f) All improvements shall be constructed on the lot so as to front the street upon which such lot faces.</p>

(d) Where corner lots are of equal or nearly equal dimensions on two streets, or they are irregular shaped lots, the Company reserves the right to designate the direction in which such improvements shall face, and such decision shall be made with the thought in ~~made~~mind of the best general appearance to that immediate section.

(e) Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner ~~lots~~lot fronts.

(f) No residence shall be constructed on any lot or building site ~~in the Subdivision facing North Shepherd Drive~~ of less actual value than ~~Twenty-seven Hundred~~the sum of Thirtyfive hundred dollars (\$3,500.00), nor 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 are based upon labor and material costs as of ~~March 31, 1942~~June 15, 1937, and all future ~~value~~values of improvements is to be given consideration based upon comparative costs of labor and ~~material~~materials at the time of construction, using the basic value hereinabove given.

~~The front building line shall not be said premises nearer than forty (40) feet to the front property line, the side building lines shall not be of each lot, nor nearer than ten (10) feet to either side property line, and the rear building line shall not be nearer than ten (10) feet to the rear property line of each lot, except in case of short or irregular shaped lots in which case the Company reserves the right to designate the building line when plans for 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.~~

(h) No fence, wall, hedge, nor any pergola, or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the consent of the Company.

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

~~4g~~ (e) Where corner lots are of equal or nearly equal dimensions on two streets, or they are irregular shaped lots, the Company reserves the right to designate the direction in which such improvements shall face, and such decision shall be made with the thought in ~~made~~mind of the best general appearance to that immediate section.

~~4h~~ (f) Dwellings on corner lots shall have a presentable frontage on all streets on which the particular corner ~~lots~~lot fronts.

~~4i~~ (g) No residence shall be constructed on any lot or building site facing North Shepherd Drive, Garden Oaks Boulevard and West Forty-Third Street of less actual value than the sum of Thirty-Five Hundred (\$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) Dollars (\$2,750.00). These restrictions as to the value of improvements are based upon labor and material costs as of ~~March 31, 1942~~January 1, 1939, and all future value of improvements is to be given consideration based upon comparative costs of labor and material at the ~~time~~time of construction, using the basic value hereinabove given.

(h) The building lines of any residence to be erected ~~on any lot~~ shall be as follows:

~~The front building line shall not be nearer than forty (40) feet to the front property line, the side building lines shall not be of each lot nor nearer than ten (10) feet to either side property line, and the rear building line shall not be nearer than ten (10) feet to the rear property line of each lot, except in case of short or irregular shaped lots in which case the Company reserves the right to designate the building line when plans for 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.~~

(h) No fence, wall, hedge, nor any pergola, or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the consent of the Company.

No radio aerial wires shall be maintained on any portion of any lot forward of the 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 the right to designate the direction in which such improvements shall face, and such decision shall be made with the thought in ~~made~~mind 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~~lot fronts.

(i) No residence shall be constructed on any lot or building site in the Subdivision of less actual value than ~~Twentyseven~~Hundred and Fifty Dollars (\$2750) ~~hundred fifty (\$2,750.00) dollars.~~ These restrictions as to the value of improvements are based upon labor and material costs as of ~~March 31, 1942~~January 1, 1939, 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.

(j) The building lines of any residence to be erected ~~on any lot~~ shall be as follows:

~~The front building line shall not be nearer than forty (40) feet to the front property line, the side building lines shall not be of each lot nor nearer than ten (10) feet to either side property line, and the rear building line shall not be nearer than ten (10) feet to the rear property line of each lot, except in case of short or irregular shaped lots in which case the Company reserves the right to designate the building line when plans for 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.~~

(k) No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the consent of the Company.

(l) No radio aerial wires shall be maintained on any portion of any lot forward of the 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 the right to designate the direction in which 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.

(j) The building lines of any residence to be erected on any lot shall be as follows:

The front building line shall not be nearer than forty (40) feet to the front property line, the side building lines shall not be nearer than ten (10) feet to either side property line, and the rear building line shall not be nearer than ten (10) feet to the rear property line.

(k) No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot without the consent of the Company.

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

(i) No garage, barn, servant's house or other outbuilding of any kind shall be erected ~~on any lot~~ nearer than one hundred (100) feet to the front property line, ~~nor of any lot~~ nearer than ~~five (5)~~ten (10) feet to either side property line, ~~except that no structure shall be nearer than ten (10) feet to of any side street property line~~lot, nor nearer than the easement on the rear or side property line of ~~said~~any lot.

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

No ~~outbuilding~~outbuildings shall exceed in height, ~~or number of stories~~, 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 ~~irregularly~~irregular shaped lots, ~~or lots unusual in size~~, where same is ~~required~~considered desirable for the ~~advantage and~~ best appearance of the immediate community.

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

(k) 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~~streets or between the pavement and property line.

(i) No garage, barn, servant's house or other outbuilding of any kind shall be erected ~~on any lot~~ nearer than one hundred (100) feet to the front property line, ~~nor of any lot~~ nearer than ~~five (5)~~ten (10) feet to either side property line, ~~except that no structure shall be nearer than ten (10) feet to of any side street property line~~lot, nor nearer than the easement on the rear or side property line of ~~said~~any lot.

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

(k) 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~~streets or between the pavement and property line.

(m) No garage, barn, servant's house or other outbuilding of any kind shall be erected on any lot nearer than one hundred (100) feet to the front property line, nor nearer than ~~five (5)~~ten (10) feet to either side property line, ~~except that no structure shall be nearer than ten (10) feet to any side street property line~~, nor nearer than the easement ~~on~~of the rear or side property line of said lot.

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

No ~~outbuilding~~outbuildings 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 ~~irregularly~~irregular shaped lots, ~~or lots unusual in size~~, where same is required for the ~~advantage and~~ best appearance of the immediate community.

(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 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.

(o) 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.

(p) 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 ~~materials~~material must be immediately removed from the property.

(m) No garage, barn, servant's house or other outbuilding of any kind shall be erected on any lot nearer than one hundred (100) feet to the front property line, nor nearer than five (5) feet to either side property line, except that no structure shall be nearer than ten (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 quarters when attached to main residence, but any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

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 irregularly shaped lots, or lots unusual in size, where same is required for the advantage and best appearance of the immediate community.

(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 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.

(o) 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.

(p) 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 materials must be immediately removed from the property.

Duration of Restrictions

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~~twentyfive (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 more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restriction or covenant created by deed from the 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~~twentyfive (25) year period, or at least two (2) years before the expiration of any fifteen (~~15~~)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~~twentyfive (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 more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restriction or covenant created by deed from the 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~~twentyfive (25) year period, or at least two (2) years before the expiration of any fifteen (~~15~~)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 more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restriction or covenant created by deed from the 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.

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 more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restriction or covenant created by deed from the 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

The restrictions herein set forth shall be 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~~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. 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 have the right in addition to all other 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 performance of same.

The restrictions herein set forth shall be 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~~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. 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 have the right in addition to all other 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 performance of same.

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Upkeep

The purchasers of property in said Subdivisionsubdivision shall be required to 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 easementseasement, or in the alley, or in the street abutting the same. The area in the street between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles.

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Amendment

<u>Garden Oaks Co., reserves the right for itself, its successors and assigns, to make other restrictions applicable to any lot or homesite by appropriate provisions inserted in any contract or deed covering said property, and notwithstanding any other provisions hereof, said Company when acting with the consent and approval of the owners of seventyfive per cent of the property in said addition, may change, remove or modify any of the terms, conditions, restrictions, provisions and covenants contained herein as affecting only that portion of said subdivision belonging to said Company and such consenting property owners, and provided further that under no circumstances shall any such change, alteration or modification have the effect of permitting lots restricted for residential purposes to be used for the establishing or maintaining of a business.</u>	<u>Garden Oaks Co., reserves the right for itself, its successors and assigns, to make other restrictions applicable to any lot or homesite by appropriate provisions inserted in any contract or deed covering said property, and notwithstanding any other provisions hereof, said Company when acting with the consent and approval of the owners of seventyfive per cent of the property in said addition, may change, remove or modify any of the terms, conditions, restrictions, provisions and covenants contained herein as affecting only that portion of said subdivision belonging to said Company and such consenting property owners, and provided further that under no circumstances shall any such change, alteration or modification have the effect of permitting lots restricted for residential purposes to be used for the establishing or maintaining of a business.</u>
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