

Restrictions Applying to

GARDEN OAKS

Section One

STATE OF TEXAS)
)
County of Harris)

Whereas, Garden Oaks Co. a Texas corporation, is the owner of the following described tract of land out of the S. W. Allen Survey in Harris County, Texas, particularly described by metes and bounds as follows:

Beginning at a concrete monument at the northwest corner of the Jno. Austin Two League Grant, same being the most southern southwest corner of the S. W. Allen Survey, also being the southwest corner of Garden Oaks, Section One;

thence north 0 degrees 38 minutes west 871.78 feet to the south line of the Houston Lighting & Power Company right of way;

Thence north 89 degrees 16 minutes 30 seconds east 50.0 feet to iron rod for a corner;

thence north 0 degrees 38 minutes west along the east line of the aforesaid Houston Lighting & Power Company right of way 551.71 feet to the south line of the Houston Belt & Terminal right-of-way;

thence in a northeasterly direction with the said south right of way of the said Houston Belt & Terminal right of way, 104.8 feet to an iron rod in the south line of Rosslyn Road;

thence north 89 degrees 26 minutes east along the south line of said Rosslyn Road, 1168.06 feet to the East line of North Shepherd Drive,

thence along the east line of said North Shpeherd Drive North 0 degrees 57 minutes west 615.63 feet to the south right of way line of the Houston Belt & Terminal Railway;

thence in a northeasterly direction following theSouth line of said Houston Belt & Terminal right-of way, 45.9 feet to where same intersects the south line of a 57.0 foot right of way owned by the Houston Lighting & Power Company;

thence along the said south line of the Houston Lighting & Power Company right of way south 88 degrees 42 minutes east 487.35 feet to angle in line;

thence along the said south line of the Houston Lighting & Power Company right of way, and 107.0 feet distance parallel therefrom with the center line of the Trinity & Brazos Valley Railway main line north 89 degrees 17 minutes east 2875.39 feet to old West line of Yale Street;

thence along the said old West line of Yale Street south 0 degrees 50 minutes east 1992.24 feet to a concrete monument at the original southeast corner of a tract of land formerly owned by E. B. Miller;

thence along the south line of the said E. B. Miller tract, same being the south line of the S. W. Allen Survey south 89 degrees 16 minutes 30 seconds west 4711.06 feet to the place of beginning;

and said Company has subdivided and platted said property as shown by the map of Garden Oaks, Section One, filed in Volume 14, page 5 of the Map Records of Harris County, Texas.

Now, Therefore, Know All Men By These Presents: That Garden Oaks Co. does hereby dedicate lot thirty-five (35) in block six (6) of said Addition, as a public park and playground, and does hereby dedicate the streets, avenues, drives, and parkways, for use by the public as such, and agrees that the land shown to be subdivided according the 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 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 on which it has its smaller dimension, or if dimensions on more than one street are the same the Company reserves the right to designate which street the lot shall face.

Restrictions

For the purpose of creating and carrying out a uniform plan for the improvement and sale of property in said Addition as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Garden Oaks Co., by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though fully incorporated herein. 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 as referred to herein, and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Garden Oaks Co., 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 for the terms of this instrument as hereinafter set forth,

~~RACIAL RESTRICTIONS~~

~~None of the lots shown on said plat shall be conveyed, leased, given to, or placed in the care of, and no building erected thereon shall be used, owned, or occupied by any person other than of the Caucasian Race. This prohibition however, is not intended to include the occupancy or use by persons other than of the Caucasian Race while employed as servants on the premises. The word "person" as used herein, shall include a corporation or association, any of the stockholders of which are not of the Caucasian Race.~~

Use of land.

(a) Except as herein noted, no lots shall be 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.

(c) 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.

(d) 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, nor shall 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 One, until plans and specifications have been submitted to and approved in writing by Garden Oaks Co., such approval is to include 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, that seem advisable by the Company;

(a) No residence shall be erected on a lot or homesite of less frontage than seventyfive (75) feet.

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

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

(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 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 lot fronts.

(f) No residence shall be constructed on any lot or building site facing North Shepherd Drive of less actual value than the sum of Thirtyfive hundred dollars (\$3,500.00), nor on any other in the Subdivision, of less actual value than Twentytwo hundred and fifty Dollars (\$2,250.00). These restrictions as to the value of improvements are based upon labor and material costs as of June 15, 1937, and all future values of improvements is to be given consideration based upon comparative costs of labor and materials at the time of construction, using the basic value hereinabove given.

(g) No residence shall be erected on said premises nearer than fifty (50) feet to the front property line of each lot, nor nearer than fifteen (15) feet to either side 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.

(i) No garage, barn, servant's house or other outbuilding of any kind shall be erected nearer than one hundred (100) feet to the front property line of any lot nearer than ten (10) feet to either side property line of any lot, nor nearer than the easement on the rear or side property line of 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 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 irregular shaped lots where same is considered desirable for the 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 streets or between the pavement and property line.

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 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 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 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 twentyfive (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, 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.

Mineral Reservation:

There is expressly reserved to the Company, only, and unto its successors and assigns, one thirtysecond (1/32nd) of the oil, gas and other mineral produced and saved from the property embraced in said subdivision, payment for which shall be made as a perpetual royalty interest, free of all cost and expense. The Company, its successors or assigns, shall never be required to join in the execution of any oil, gas or mineral lease covering said property and shall not be entitled to participate in any bonuses or rentals provided for in any such lease. The purchaser, his heirs, legal representatives or assigns, shall have the exclusive right to lease said land for oil, gas and mineral development, provided that any such lease hereafter executed shall nevertheless be subject to the royalty interest herein reserved.

Maintenance Fund

A sum equivalent to forty cents (40c) per lineal foot based upon the front footage of each lot shall be added to the sales price of each lot when sold, and when collected from purchasers either out of the cash consideration, or as part of the deferred purchase consideration, shall be set aside as a maintenance fund and held by Garden Oaks Co., and used for the purposes hereinafter provided. An accounting of such funds shall be made during January of each year for the preceeding year, commencing in January, 1939; and a statement of receipts and disbursements of this fund shall be posted in the office of the Company or upon some prominent location upon the property in said Subdivision. In case such deferred payments are made in installments, the Company shall set aside a proportionate part of all installment payments received for the payment of any lot, on a pro rata basis of the cost of the lot and the amount of the maintenance fund included in the sales price of same.

The maintenance fund so created shall be used for the purpose of maintaining streets, utilities, or for the installation of same, and for such other general purposes as are considered in the interest of and for the general welfare of the property owners of said Subdivision as a whole. The maintenance fund may be used for such purposes in the discretion of the Company commencing January 1, 1938. Garden Oaks Co., agrees to maintain out of its own funds all streets and utilities owned by it in said Subdivision, during the year 1937.

The Company reserves the right to transfer said fund and the administration thereof, if and when it so desires, to three (3) individuals who shall be resident property owners in said Subdivision, such persons to constitute a Board of Trustees representing all of the owners of property in said Subdivision in the administration of the maintenance fund. The trustees so appointed shall continue to act as such, subject to removal by the Company for any act considered by it adequate, and it shall in such event have the right to appoint successor trustees for the administration of said fund. If at any time

the owners of fiftyone per cent (51%) of the lots in said Subdivision, (one lot or homesite constituting one ownership) shall become dissatisfied with the management of this trust, they shall have the right to remove any trustee and appoint a substitute trustee, by appropriate petition bearing the signatures of the property owners so acting. The petition shall describe the property owned by each petitioner (this meaning when property is owned by man or wife that either may sign but not both). The petition shall be presented to the Board of Trustees then in office, and if such trustee or trustees, whose removal is desired, does not resign and turn over to the remaining trustees any funds in his possession, upon such request, the petitioners making such request shall have the right to resort to appropriate legal action.

The Company also reserves the right to designate and authorize the Board of Trustees, so appointed to administer the maintenance fund as above set forth, to perform all of the duties imposed upon it under the heading of "Architectural Restrictions" herein, and upon making such designation in writing the Company shall be released from any and all the duties so imposed upon it. Such right may be exercised by the Company at any time it considers it to the best interest of the Subdivision to do so.

Easements.

It is agreed that all sales of lots in said subdivision shall be subject to easements over and across such portions of each lot, as hereinafter designated, as may be deemed 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 remove any or all obstructions on said easement right of way, caused by trees, brush, shrubs, either on or over-hanging such right of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, with the permission of Garden Oaks Co., its successors or assigns, and shall extend to only the following portions of said subdivision.

In block one (1) there is an easement ten (10) feet in width off the rear of each lot.

In block two (2) there is an easement five (5) feet in width off the rear of each lot.

In block three (3), there is an easement five (5) feet in width off the rear of each lot.

In block four (4), there is an easement five (5) feet in width off the rear of each lot.

In block five (5) there is an easement five (5) feet in width off the rear of each lot.

In block six (6) there is an easement ten (10) feet in width off the rear of all lots from One (1) to thirtyfour (34), inclusive, an easement ten (10) feet in width off the north side of Lot thirtyfive (35); an easement five (5) feet in width off the west side of lot thirtyfive (35), (Lot Thirty-five (35) is dedicated as a public park); an easement five (5) feet in width off the rear of all lots from thirtysix (36) to fortyone (41), inclusive, an easement five (5) feet in width off the west side of lot twentyseven (27); and an easement five (5) feet in width off the east side of lot twentyeight (28).

In block seven (7), there is an easement five (5) feet in width off the rear of all lots; and easement five (5) feet in width off the west side of lot seventeen (17); an easement three (3) feet in width off the northeast side of lot twenty (20); an easement three (3) feet in width off the southwest side of lot twentyone (21); an easement sixteen (16) feet in width off the east side of lot nine (9); an easement sixteen (16) feet in width off the east side of lot thirty (30); an easement three (3) feet in width off the east side of lot twentyfour (24), for a distance of twenty (20) feet toward the front from the rear property line, and an easement three (3) feet in width off the west side of lot twentyfive (25), for a distance of twenty (20) feet toward the front from the rear property line.

In block eight (8) there is an easement five (5) feet in width off the rear of all lots; an easement five (5) feet in width off the west side of lot seventeen (17); and easement five (5) feet in width off the west side of lot twentytwo (22); and easement three (3) feet in width off the north side of lot nineteen (19); an easement three (3) feet in width off the south side of lot twenty (20); and easement sixteen (16) feet in width off the east side of lot nine (9); an easement sixteen (16) feet in width off the east side of lot thirty (30); and easement three (3) feet in width off the east side of lot twentyfive (25), for a distance of twenty (20) feet toward the front from the rear property line; and an easement three (3) feet in width off the west side of lot twentysix (26), for a distance of twenty (20) feet toward the front from the rear property line.

In block nine (9) there is an easement five (5) feet in width off the rear of all lots; and easement five (5) feet in width off the west side of lot sixteen (16); an easement five (5) feet in width off the west side of lot twentyone (21); and easement three (3) feet in width off the north side of lot eighteen (18); an easement three (3) feet in width off the south side of lot nineteen (19); an easement sixteen (16) feet in width off the east side of lot twentynine (29); an easement sixteen (16) feet in width off the east side of lot nine (9); and easement three (3) feet in width off the east side of lot twentyone (21), for a distance of twenty (20) feet toward the front from the rear property line; an easement three (3) feet in width off the west side of lot twentytwo (22), for a distance of twenty (20) feet toward the front from the rear property line; and easement three (3) feet in width off the east side of Lot twentyfive (25), for a distance of twenty (20)

feet toward the front from the rear property line; and an easement three (3) feet in width off the west side of lot twentysix (26) for a distance of twenty (20) feet toward the front from the rear property line.

In block ten (10), there is an easement five (5) feet in width off the rear of all lots except lot fifteen (15); and an easement three (3) feet in width off the west side of lot fourteen (14); and easement three (3) feet in width off the east side of lot fifteen (15); and easement three (3) feet in width off the Northeast side of lot fifteen (15); an easement three (3) feet in width off the southwest side of lot sixteen (16); and easement sixteen (16) feet in width off the east side of lot ten (10); and an easement sixteen (16) feet in width off the east side of lot twentytwo (22);

In block eleven (11) there is an easement ten (10) feet in width off the rear of all lots; and an easement sixteen (16) feet in width off the east side of lot ten (10).

In block twelve (12) there is an easement ten (10) feet in width off the rear of all lots from one (1) to five (5) inclusive; an easement ten (10) feet wide off the south side of lot six (6); an easement five (5) feet in width off the west side of lot five (5); and an easement five (5) feet in width off the rear of lots six (6) and seven (7).

In block thirteen (13), there is an easement five (5) feet in width off the rear of all lots, except lot fourteen (14); an easement five (5) feet in width off the west side of lot fourteen (14); an easement three (3) feet in width off the north side of lot two (2); an easement three (3) feet in width off the south side of lot three (3); an easement three (3) feet in width off the north side of lot eight (8); and an easement three (3) feet in width off the south side of lot nine (9).

In block fourteen (14), there is an easement five (5) feet in width off the rear of all lots. The east property line of lot twentysix (26) in this block is considered the rear. There is an easement five (5) feet in width off the north side of lot three (3); an easement twenty (20) feet in width off the south side of lot four (4) an easement five (5) feet in width off the south side of lot fifteen (15); and easement five (5) feet in width off the north side of lot sixteen (16); an easement five (5) feet in width off the south side of lot twenty (20); an easement five (5) feet in width off the north side of lot twentyone (21); and an easement twenty (20) feet wide off the south side of lot twentyfive (25) and an easement five (5) feet in width off the north side of lot twenty-six (26),

In block fifteen (15) there is an easement ten (10) feet in width off the south side of lot one (1); an easement five (5) feet in width off the rear of lots one (1) and two (2); an easement five (5) feet in width off the east side of lot three (3); an easement ten (10) feet in width off the rear of all lots from three (3) to fifteen (15), inclusive.

In block sixteen (16) there is an easement five (5) feet in width off the rear of lots one (1) to eleven (11) inclusive, and an easement

