

Restrictions Applying to

Garden Oaks

Section Three

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 the Northwest corner of Garden Oaks, Section Two, as recorded in the map records of Harris County, Texas, same being the Southwest corner of the Whitman Tract;

Thence North 2 deg. 5 min. west along the east line of said Whitman Tract, 828.35 ft. to a concrete monument in the South line of the J.J. Sweeney Estate tract;

Thence South 89 deg. 48 min. 4 sec. west along the South line of said J.J. Sweeney Estate Tract 1455.84 ft.;

Thence South 0 deg. 11 min. 56 sec. east 160.79 feet;

Thence on a curve to the right from the last described course as a tangent with a radius of 5030 ft. and a central angle of 11 deg. 23 min. 26 sec. a distance of 999.98 ft.

Thence South 11 deg. 11 min. 30 sec. west tangent to the last described curve 389.68 feet;

Thence on a curve to the left from the last described course as a tangent with a radius of 4160 feet and a central angle of 11 deg. 43 min. 1 sec. a distance of 850.72 feet;

Thence South 0 deg. 31 min. 31 sec. East tangent to the last described curve 79.36 feet to the North line of the W.P. Morton Survey;

Thence North 89 deg. 28 min. 29 sec. East with the North line of said W.P. Morton Survey 1817.50 feet to the West line of Garden Oaks, Section Two;

Thence North 2 deg. 54 min. 50 sec. west along the west line of said Section two 1624.27 feet to the point of beginning;

And containing 91.668 acres of land more or less, and being situated in the S.W. Allen Survey, Harris County, Texas,

and said company has subdivided and platted said property as shown by the map of Garden Oaks, Section three, filed in Volume 15, Page 71, of the Map Records of Harris County, Texas.

Now, Therefore, Know All Men By These Presents;

That Garden Oaks Co. does hereby dedicate the streets, avenues, drives and parkways for use by the public as such, reserving the right to itself, its successors and assigns, to at any time use the same for the installation, maintenance, repairs, and renewal of any and all public utilities, and agrees that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

Definitions:

The word "Street" as used herein shall include any street, drive, boulevard, road, lane, avenue, or 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 therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot or parcel of land in said Addition as shown by said plat and 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) 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.

(c) No swine shall be kept on said premises.

(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.

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 Three, 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 a lot or homesite of less frontage than seventy-five (75) feet.

(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.

(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.

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.

(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.

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

(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 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 lot fronts.

(i) No residence shall be constructed on any lot or building site in the Subdivision of less actual value than twenty-seven hundred fifty (\$2,750.00) dollars. These restrictions as to the value of improvements are based upon labor and material costs as of 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 shall be as follows;

On all lots in block thirty-two (32), the residence to be erected shall not be 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;

On all lots in block thirty-three (33), the residence to be erected shall be as follows:

On Lots one (1), two (2), three (3), and four (4), the residence shall not be nearer than fifty (50) feet to the front property line, nor nearer than fifteen (15) feet to either side property line;

On lot five (5), the residence to be erected shall not be nearer than seventy-five (75) feet to the front property line, nor nearer than fifty (50) feet to the West side property, line nor nearer than fifteen (15) feet to the East side property line;

On lot six (6), the residence to be erected shall not be nearer than seventy-five (75) feet to the front property line, nor nearer than fifteen (15) feet to either side property line;

On all lots in blocks thirty-four (34) thirty-five (35), thirty-six (36) thirty-seven (37), thirty-eight (38) and thirty-nine (39) except lots twenty-one (21) twenty-two (22) and twenty-three (23) in block thirty-six (36) and lots sixteen (16) to twenty-five (25), in block thirty-nine (39) the residence to be erected shall not be nearer than fifty (50) feet to the front property line of each lot nor nearer than fifteen (15) feet to either side property line;

On lots twenty-one (21) twenty-two (22), and twenty-three (23) in block thirty-six (36) the residence to be erected shall not be nearer than fifteen (15) feet to the front property line of each lot nor nearer than fifteen (15) feet to either side property line, of each lot;

On lots sixteen (16) to twenty-five (25) inclusive, in block thirty-nine (39) the residence to be erected shall not be nearer than seventy-five (75) feet to the front property line nor nearer than fifteen (15) feet to either side property line;

On all lots in block forty (40) the residence to be erected shall not be nearer than seventy-five (75) feet to the front property line nor nearer than fifteen (15) feet to either side property line.

All residences to be erected facing Azalea Street must be of two-story type and attractive in design.

(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.

(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 ten (10) feet to either side property line, nor nearer than the easement 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 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 irregular shaped lots where same is required for the 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 material 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 (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, 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 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 thirty-second (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. However, the reservation of mineral interest, referred to herein is hereby made subordinate and inferior to any mortgage or lien hereafter created which is made by any governmental agency or insured by or through the Federal Housing Administration, and any renewal, rearrangement or extension thereof, and any foreclosure of said liens will operate to cancel and revoke the reservation of said mineral interest.

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 a part of the deferred purchase consideration, shall be set aside as a maintenance fund and held by Garden Oaks Co. and used for the purpose hereinafter provided. An accounting of such funds shall be made during January of each year for the preceding year, commencing in January, 1940; 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, 1940.

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 fifty-one 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 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.

For the general benefit of Garden Oaks, Section Three and Garden Oaks, Section Two, and Garden Oaks, Section One, and any other sections of Garden Oaks, developed in the future, the Company or the Board of Trustees that may be created are hereby given the right to consolidate the maintenance fund collected or accrued, with all maintenance funds of other sections, provided such consolidated funds would more effectively operate and maintain all sections more economically than if in separate units.

Easements

It is agreed that all sales of lots and dedication of streets 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, and shall extend to only the following portions of said Subdivision;

In block thirty-two (32) no ground easements have been reserved because of the fact that a ten (10) foot easement has been reserved on the property immediately adjoining on the East, however, a five (5) foot aerial easement has been reserved on the East line of Lots one (1), two (2), and three (3).

In block thirty-three (33) there is an easement five (5) feet in width off the rear of each lot; an easement five (5) feet in width off the North Side of lot four (4); an easement three (3) feet in width off the East Side of Lot Five (5), for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the West side of lot six (6) for a distance of twenty (20) feet from the rear property line toward the front property line. There is also a five (5) foot aerial easement off the East side of lot one (1), and a five (5) foot aerial easement off the East side of lot six (6).

In block thirty-four (34) a tract of land twenty (20) feet in width has been dedicated in the rear of all lots in this block; and the right is reserved for all utilities to be installed in a five (5) foot strip on the North side of this dedicated tract of land; there is an easement five (5) feet in width off the West side of lot eight (8); an easement five (5) feet in width off the East side of lot nine (9). There is further retained a five (5) foot aerial easement off the rear of all lots; there is a five (5) foot aerial off the East side of lot one (1).

In block thirty-five (35) there is an easement five (5) feet in width off the rear of each lot; an easement five (5) in width off the West side of lot eight (8); an easement five (5) feet in width off the East side of lot nine (9); an easement five (5) feet in width off the East side of lot thirty-nine (39); an easement five (5) feet in width off the West side of lot forty (40); an easement three (3) feet in width off the West side of lot thirteen (13), for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the East side of lot fourteen (14), for a distance of twenty (20) feet from the rear property line toward the front property line. There is further retained a five (5) foot aerial easement off the East side of lot one (1) where same adjoins the Park in Section two.

In block thirty-six (36) 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 five (5); an easement five (5) feet in width off the East side of lot six (6); an easement five (5) feet in width off the East side of Lot thirty-six (36); an easement five (5) feet in width off the West Side of Lot thirty-seven (37); an easement five (5) feet in width off the South Side of Lot twenty-one (21); an easement five (5) feet in width off the North Side of lot twenty-three (23); an easement three (3) feet in width off the West side of lot eleven (11); for a

distance of twenty (20) feet from the rear property line toward the front property line; an easement five (5) feet in width off the East Side of lot twelve (12), for a distance of twenty (20) feet from the rear property line toward the front property line.

In block thirty-seven (37) there is an easement five (5) feet in width off the rear of each lot; an easement five (5) feet in width off the West side of lot four (4); an easement five (5) feet in width off the East Side of lot five (5); an easement five (5) feet in width off the East side of Lot thirty (30); an easement five (5) feet in width off the West Side of lot thirty-one (31); an easement three (3) feet in width off the West Side of lot eight (8) for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the East side of lot nine (9) for a easement three (3) feet in width off the East side of lot nine (9) for a distance of twenty (20) feet from the rear property line toward the front property line.

In block thirty-eight (38), there is an easement five (5) feet in width off the rear of each lot; an easement five (5) feet in width off the West side of lot three (3); an easement five (5) feet in width off the East side of lot four (4) an easement five (5) feet in width off the East side of lot twenty-nine (29); an easement five (5) feet in width off the West side of lot thirty (30); an easement three (3) feet in width off the West side of lot nine (9) for a distance of twenty (20) feet from the rear property line toward the front property line; an easement (5) feet in width off the East Side of lot ten (10), for a distance of twenty (20) feet from the rear property line toward the front property line.

In block thirty-nine (39) 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 two (2); an easement five (5) feet in width off the East side of lot three (3); an easement five (5) feet in width off the North Side of lot fifteen (15); an easement five (5) feet in width off the South Side of lot twenty-five (25); an easement three (3) feet in width off the East side of lot sixteen (16) for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the West side of Lot seventeen (17), for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the East Side of Lot twenty-one (21) for a distance of twenty (20) feet from the rear property line toward the front property line; an easement three (3) feet in width off the West side of lot twenty-two (22) for a distance of twenty (20) feet from the rear property line toward the front property line.

In block forty (40) a tract of land twenty (20) feet in width has been dedicated in the rear of all lots in this block; and the right is reserved for all utilities to be installed in a five (5) foot strip on the West side of this dedicated tract of land where same abuts lots one (1) to six (6) inclusive and a portion of lot seven (7); and the right is reserved for all utilities to be installed in a five (5) foot strip on the South Side of this dedicated tract of land where same abuts a portion of lot seven (7) and all of lots eight (8) to sixteen (16) inclusive; there is an easement five (5) feet in width off the North Side of lot four (4); an easement five (5) feet in width off the South Side of lot five (5). No ground easement has been retained on the East side of lot one (1) there is, however, a five (5) foot aerial easement retained on the East side of lot one (1), and on the rear of all other lots in this block.

In addition to the ground easements above listed, an additional aerial easement of five (5) feet is reserved; resulting in a total overall unobstructed ground easement ten (10) feet wide from the ground upward and an unobstructed aerial easement twenty (20) feet wide from a plane twenty (20) feet above the ground upward centered on the ground easement, this easement being needed particularly by the light and telephone companies for the protection of all overhead wires.

Upkeep

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

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

IN TESTIMONY WHEREOF GARDEN OAKS CO., has caused these presents to be executed by its President, and its corporate seal affixed hereto on this 20th day of April, 1939.

GARDEN OAKS CO.

By E.L. CRAIN, President

(Seal)

ATTEST: KATY RANDALL, Secretary

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared E.L. Crain, President of Garden Oaks Co., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office, this the 20th day of April, 1939.

NELL WISER Notary Public in and for Harris County, Texas

(Seal)