

Restrictions applying to

GARDEN OAKS

Section Five

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 on the South line of the said Allen Survey at a point 464 feet, North 89 degrees, 32 minutes East from the upper Southwest corner of said Allen Survey;

Thence with a South line of said Allen Survey North 89 degrees, 32 minutes East, 862.0 feet to the West side of Golf Drive;

Thence with the West side of Golf Drive, North 0 degrees, 28 minutes West, 158.4 feet to the beginning of a curve having a radius of 2200 feet;

Thence following said curve through to a central angle of 15 degrees, 18 minutes, 24 seconds, for a distance of 587.73 feet;

Thence North 14 degrees, 51 minutes East 764.61 feet, to the beginning of a curve having a radius of 2140 feet, and following said curve through a central angle of 15 degrees, 18 minutes, 24 seconds, for a distance of 571.7 feet;

Thence North 0 degrees, 23 minutes West, 425.32 feet;

Thence South 89 degrees, 55 minutes, 30 seconds, West 1670.8 feet, to the West line of the S. W. Allen Survey;

Thence South 0 degrees, 9 minutes East, 1969.85 feet to a point for corner;

Thence South 42 degrees, 45 minutes East, 685.5 feet to the place of beginning, and containing 83.4 acres, more or less;

and said Company has subdivided and platted said property as shown by the map of Garden Oaks, Section Five, filed in Volume 19, Page 19, of 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 approximately 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 thereof after original construction, on any lot or homesite in Garden Oaks, Section Five, until plans and specifications have been submitted to and approved in writing by Garden Oaks Co. Such approval is to include exterior design, the type of material to be used and the colors to be applied on the exterior of the structure, and such approval by the Company is to be based on the following general requirements, stipulations and restrictions, together with any other requirements, stipulations, and restrictions that the Company may deem advisable to include in the deed conveying said property:

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

(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 (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 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 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 (40¢) 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 purposes hereinafter provided. An accounting of such funds shall be made during January of each year for the preceding year, commencing in January, 1944, 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 including 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, 1943.

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 himesite 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 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 Five: Garden Oaks, Section Four: Garden Oaks, Section Three: 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 section, provided such consolidated funds would more effectively operate and maintain all sections more economically than if in separate units.

If a lot is leased where improvements are to be erected thereon by or through F. H. A. Insurance Plan, the price of the lot will include the maintenance charge of Forty (40¢) Cents per front foot. Maintenance Charge to be paid by lessor in Ten (10) equal annual payments, or sooner if lessor so elects.

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 overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, and shall extend to only the following portions of said Subdivisions:

BLOCK FORTY-NINE (49): 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 serve this block to be installed in a ten (10) foot strip on the North side of this dedicated tract of land.

BLOCK FIFTY (50): There is an easement five (5) feet in width off the rear of all lots, except Lot Seventeen (17); an easement three (3) feet in width off the West side of Lot Twelve (12) for a distance of twenty (20) feet from the rear property line toward the front property line; and easement three (3) feet in width off the East side of Lot Thirteen (13) 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 West side of Lot Sixteen (16); an easement five (5) feet in width off the East side, or rear, of Lot Seventeen (17); and an easement five (5) feet in width off the West side of Lot Eighteen (18).

BLOCK FIFTY ONE (51): There is an easement five (5) feet in width off the rear of all lots except Lots Eighteen (18) and Twenty (20); an easement five (5)

feet in width off the West side of Lot Seventeen (17); an easement five (5) feet in width off the East side, or rear, of Lot Eighteen (18); an easement five (5) feet in width off the East side, or rear, of Lot Twenty (20); and an easement five (5) feet in width off the West side of Lot Twenty-one (21).

BLOCK FIFTY-TWO (52): There is an easement five (5) feet in width off the rear of all lots, except Lots Twenty (20) and Twenty-two (22); an easement five (5) feet in width off the West side of Lot Eighteen (18); an easement five (5) feet in width off the East side of Lot Nineteen (19); an easement five (5) feet in width off the North, or rear, of Lot Twenty (20); 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 East side, or rear, of Lot Twenty-two (22); an easement five (5) feet in width off the West side of Lot Twenty-three (23); an easement three (3) feet in width off the East side of Lot Thirty-one (31) for a distance of twenty (20) feet from the rear property line toward the front property line; and an easement three (3) feet in width off the West side of Lot Thirty-two (32) for a distance of twenty (20) feet from the rear property line toward the front property line.

BLOCK FIFTY-THREE (53): There is an easement five (5) feet in width off the rear of all lots except Lots Twenty-one (21) and Twenty-three (23); an easement five (5) feet in width off the West side of Lot Twenty (20); an easement five (5) feet in width off the East side, or rear, of Lot Twenty-one (21); an easement five (5) feet in width off the East side, or rear, of Lot Twenty-three (23); an easement five (5) feet in width off the West side of Lot Twenty-four (24); an easement three (3) feet in width off the East side of Lot Thirty-three (33) for a distance of twenty (20) feet from the rear property line toward the front property line; and an easement three (3) feet in width off the West side of Lot Thirty-four (34) for a distance of twenty (20) feet from the rear property line toward the front property line.

BLOCK FIFTY-FOUR (54): There is an easement five (5) feet in width off the rear of all lots, except Lots Twenty-three (23), Twenty-four (24) and Twenty-five (25); an easement five (5) feet in width off the West side of Lot Twenty-two (22); an easement five (5) feet in width off the East side, or rear, of Lot Twenty-three (23); an easement five (5) feet in width off the North side of Lot Twenty-three (23); an easement five (5) feet in width off the South side of Lot Twenty-four (24) where same adjoins both Lots Twenty-two (22) and Twenty-three (23); an easement five (5) feet in width off the South side of Lot Twenty-five (25) where same adjoins the rear of Lot Twenty-one (21); an easement three (3) feet in width off the East side of Lot Thirty-five (35) 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 Thirty-six for a distance of twenty (20) feet from the rear property line toward the front property line.

BLOCK FIFTY-FIVE (55): There is an easement five (5) feet in width off the rear of all lots except Lots Twenty-three (23) and Twenty-seven (27); an easement five (5) feet in width off the West side of Lot twenty-two (22) where same adjoins Lots Twenty-three (23) and Twenty-four (24); an easement five (5) feet in width off the East side, or rear, of Lot Twenty-three (23); an easement five (5) feet in width off the North side of Lot Twenty-six (26); an easement five (5) feet in width off the South side of Lot Twenty-seven (27); an easement three (3) feet in width off the East side of Lot Twenty-seven (27) 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-eight (28) 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 Thirty-seven (37) 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 Thirty-eight (38) for a distance of twenty (20) feet from the rear property line toward the front property line.

BLOCK FIFTY-SIX (56). There is an easement twenty-five (25) feet in width in the rear of all lots from One (1) to Twenty-five (25), inclusive, and also an easement five (5) feet in width off the rear of all lots from Lot One (1) to Twenty-five (25), inclusive, the same being south of and abutting the twenty-five (25) foot easement above mentioned; an easement thirty-five (35) feet in width in the rear and west of all Lots Twenty-five (25) to Thirty-one (31), inclusive, and the right is reserved for all utilities to serve these lots to be installed in a ten (10) foot strip on the East side of this dedicated tract of land; and an easement five (5) feet in width off the South side of Lot Twenty-six (26); and an easement five (5) feet in width off the North side of Lot Twenty-seven (27).

BLOCK FIFTY-SEVEN (57). There is an easement thirty-five (35) feet in width in the rear of all lots in this block, and the right is reserved for all utilities to serve these lots to be installed in a ten (10) foot strip on the East side of this dedicated tract of land.

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 thirty (30) 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 easements, 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.

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 the 12th day of November, 1942.

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 12th day of November, 1942.

Beverly R. Clark Notary Public in and for Harris County, Texas.

(Seal)

Filed for record Nov. 17, 1942 at 8:00 o'clock A.M.

Recorded Nov. 24, 1942 at 9:00 o'clock A.M.

W. D. MILLER, Clerk County Court, Harris County Texas by Deputy.