

RESTRICTIONS, OAK MEADOWS ADDITION, SECTION 2

STATE OF TEXAS:

COUNTY OF HARRIS:

WHEREAS, Oak Meadows Corp., a Texas corporation, is the owner of an Addition known as Oak Meadows Addition, Section 2, an addition to the City of Houston, Harris County, Texas, according to the map or plat thereof which was filed for record on April 23, 1952, with the County Clerk of Harris County, Texas under said Clerk's file Number 991805;

WHEREAS, said Oak Meadows Corp., desires to place and impose certain restrictions, covenants and conditions on all of the lots and blocks and all of the property comprising said Oak meadows Additions, Section 2, (with the exception of Block 43 of said Addition) as hereinafter set forth, which restrictions, covenants and conditions are intended as a general plan or building scheme and a general plan of restrictions, designed to make the property in said Oak Meadows Additions, Section 2, more attractive for residence purposes, for the benefit of each lot in said Oak Meadows Additions, Section 2;

NOW, THEREFORE, the said Oak Meadows Corp., pursuant to said general plan or building scheme and general plan of restrictions, do hereby place and impose the following restrictions, covenants and conditions on all of the lots and blocks known as Oak meadows Addition, Section 2, the map or plat of which is above referred to, excepting Block 43 of said Additions:

1. All of the lots in the aforesaid Additions shall be known and described and used only as residential lots or plots. No structures shall be erected or placed on any of the aforesaid lots other than one detached single-family dwelling not to exceed one story in height, and a private garage for not more than two cars. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet. This shall not prevent the erection of a single-family dwelling unit on part of one lot and part of another, provided the requirements of Paragraph No. 3 below are met.

2. No building shall be erected, placed or altered on any lot or plot

until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the Addition, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of D.D. Hutchinson, LeRoy Kennedy and T. H. choate, or by a representative designated by a majority of the members of said committee. In the event of death or resignations of any member of said committee, the remaining member, or members, shall have fully authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in the event the person seeking to build cannot locate any member of the committee in Houston, Texas, after making a bona fide effort to do so and shall file an affidavit with the County Clerk of Harris County, Texas stating what effort has been made to locate committee members at Houston, Texas, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after the 1st day of June, 1977. Thereafter, the approval described in the covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by then record owners of a majority of the lots in the subdivision and duly recorded appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

3. No structure shall be erected or placed on any residential building plot which plot has an area of less than 5,000 square feet and a width of less than 50 feet at the front building and back line.

4. No buildings, fences or other structure shall be erected nearer to

the front lot line shall any building be erected nearer to the side street line than the building set back lines shown on the recorded plot above referred to. In any event, no building, fence or other structure shall be located on any residential building lot or plot nearer than 25 feet to the front lot line, nor shall any building be located nearer than 10 feet to any side street line. No building, except a detached garage or other outbuildings located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line, and with respect to lots in Block 33, 36 and 40 no garage or out-building shall face on the Allen Genoa Road.

5. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding Erected in this tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. No building shall be moved onto any lot, but shall be erected to conform to requirements not out in paragraph one (1).

7. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot , nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerator or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No fence, wall, hedge or partition which obstructs sight lines at

elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances at such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. In the event either or both tracts described as Reserve A and Reserve B as shown on the plat or map referred to, are sold to or otherwise acquired by either the Houston Independent School District or the City of Houston, then both or either of said tracts, Reserve A and reserve B, may be used for either or both school purposes or park purposes; however unless and until said tracts of land, or either of them, are sold to or are otherwise acquired by either the Houston Independent School District or the City of Houston, both tracts of land shall be subject to all of the foregoing restrictions, covenants and conditions, just as though said tracts of land constituted a lot within said Addition.

14. The foregoing restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all persons claiming by, through or under them, until the 1st day of June 1977, on which date they shall be automatically extended for a successive period of ten (10) years unless within the period from June 1st, 1975 to June 1st, 1977, the then owners of a majority of the lots in said Oak Meadows Addition, Section 2

enter into, execute, acknowledge and file for record with the County Clerk of Harris County, Texas, an agreement to finally terminate said restrictions, covenants and conditions as of July 1, 1977, in which cause the same to terminate.

15. In the event any person, firm or corporation shall violate or attempt to violate any of the foregoing restrictions, conditions or covenants, it shall be lawful for any person owning or having an interest in any lot in said Oak Meadows Addition, Section 2, or for Oak Meadows Corp., (whether or not it then owns any property in said addition) to prosecute any proceedings at law or in equity to correct, abate, prevent, or enjoin any such violation or attempted violation and/or to recover damages caused by any such violation or attempted violation.

Executed this 29th day of May, 1952, at Houston, Texas.

THIS IS A READ ONLY COPY OF THE OFFICIAL DEED RESTRICTIONS FOR OAK MEADOWS ADDITION, SECTION 2.