

529-22-1816

## RESTRICTIVE COVENANTS FOR THE SUBDIVISIONS

### ARTICLE I. DEFINITIONS

- 1.1 **"Association"** — Oak Estates Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.
- 1.2 **"Accessory Structure"** — a Structure whose use is ancillary to a House, including a storage building, greenhouse, and gazebo but not including a garage.
- 1.3 **"Board"** — the Board of Directors of the Association.
- 1.4 **"Commercial Vehicle"** — any Vehicle other than a Non-Commercial Vehicle
- 1.5 **"Common Area"** — all real property owned by the Association for the common use and benefit of the Owners.
- 1.6 **"Effective Date"** — the date the Amendment to Restrictive Covenants is recorded in the Real Property Records.
- 1.7 **"Family"** — an individual or two or more persons related by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship or up to 3 unrelated adult persons, living as a single housekeeping unit in a House (including a garage apartment).
- 1.8 **"Front Street Line"** — for interior Lots, the boundary line of a Lot with the Street. For corner lots, the boundary line of the Lot with the street which has the shortest length.
- 1.9 **"Grandfathering"** — the right of Lots, Structures, and uses non-conforming with these restrictions to continue in legal existence (see section 12.2).
- 1.10 **"Home Occupation"** — a low profile commercial activity meeting the conditions of Section 2.4.
- 1.11 **"House"** — a single family residential structure.
- 1.12 **"Lot"** — any numbered lot on the Plat.
- 1.13 **"Lot Grade"** — The lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the structure and a line 5 feet from the structure.
- 1.14 **"Non-Commercial Vehicle"** — passenger automobile, truck, van, camper or recreational vehicle of 1 ton capacity or less, recreational boat, motorcycle, or lawn maintenance equipment.
- 1.15 **"Owner(s)"** — the record title owner(s) of fee simple interest in a Lot.

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1.16 "Plat" — collectively, the map or plat of Oak Estates recorded in Volume 31, Page 67 of the Map Records of Harris County, Texas and the map or plat of Oak Estates Section 2 recorded at Volume 35, Page 43 of the Map Records of Harris County, Texas, including the lots adjacent to Oak Estates along the east side of Oak Estates described as property "owned by others" on the map or plat of Oak Estates recorded in Volume 31, Page 67 of the Map Records of Harris County, Texas.

1.17 "Real Property Records" — the Official Public Records of Real Property of Harris County, Texas (or successor records).

1.18 "Restrictions" — the Restrictive Covenants created herein.

1.19 "Street" — the publicly dedicated rights-of-way on the Plat.

1.20 "Structure" — any improvement, building or House, including an Accessory Structure and fence.

1.21 "Subdivision" — collectively, all real property located within the Subdivisions according to the Plat.

1.22 "Vehicle" — any automobile, truck, van, trailer, tractor, recreational vehicle (RV), camper, boat, motorcycle, or other mode of motorized transportation.

## ARTICLE II. RESIDENTIAL CHARACTER

2.1 Single Family Residential. All Lots shall be used exclusively for single family residential purposes. Both the use of a Lot and the Structures placed on a Lot shall be single family. Multi-family residential, commercial, and industrial uses are prohibited, whether conducted on a for-profit basis or not.

2.2 No Lot Division. No Lot may be further subdivided or reduced in size. A Lot may be eliminated if it is divided between adjacent Lots or joined with one or more adjacent Lots. Two or more Lots may be used as a single building site. No more than three Lots (or portions thereof) may be used as a single building site.

2.3 Home Occupation. Low profile commercial activities are allowed under the following conditions:

2.3.1 No employees;

2.3.2 No signs;

2.3.3 No visible storage or display of commercial products;

2.3.4 All commercial activities are conducted inside a Structure;

2.3.5 No material disruption, interference or increase in traffic or parking;

2.3.6 No sound or smell is created outside the Structure; and

2.3.7 Existence of the Home Occupation is not apparent from outside the Structure.

An average of 10 vehicles per day stopping at the Lot over any five (5) day period (whether customers, business guests or deliveries) shall be deemed to be an unacceptable increase in traffic. An average of 5 vehicles per day parking on any street near the Lot by persons visiting the Lot in any consecutive five (5) day period shall be deemed to be an unacceptable interference with parking. The Board may issue regulations further determining and interpreting these conditions.

The home occupation restrictions apply to all non-residential activities, whether or not for profit.

### ARTICLE III. USE RESTRICTIONS

3.1 Animals. No more than four pets are allowed. No pets may be kept, raised, or bred for sale. Dogs must be confined behind a secure fence and may not be allowed to roam freely. Dogs may be walked only on a leash or under controlled verbal command. Notwithstanding the foregoing, livestock, poultry, and swine are prohibited.

3.2 Clothes. Hanging clothes and clothes lines shall not be visible from a Street.

3.3 Explosives. Fireworks and other dangerous explosives are prohibited.

3.4 Fires. Fires are prohibited except for non-commercial outside food preparation in an appropriate cooking vessel or in a fireplace in a House.

3.5 Garbage. Garbage, trash, and waste shall be kept in closed sanitary containers outside public view at all times. Garbage, trash, waste, and recycling materials may not be placed in view from a Street prior to 6:00 p.m. of the date preceding scheduled pickup by the appropriate service provider. Sanitary containers and recycling bins must be removed from view from a Street the same day the materials are collected. All building materials, wood piles, yard equipment, sanitary containers, recycling bins, and the like, shall be maintained in a clean and neat condition or concealed from view from a Street and from neighboring Lots.

3.6 Garage Sales. No garage sale, moving sale, rummage sale, or similar activity may be conducted on a Lot more than twice each calendar year. No sale may commence earlier than 8:00 a.m., extend past 6:00 p.m., or continue more than three (3) consecutive days. Garage sale signs are prohibited except as provided in Section 4.5.2.

3.7 Landscaping. The landscaping on all Lots shall be maintained in a neat and attractive condition at all times with grass mowed and weeds removed on a regular basis. Between and including the months of May to September, Lots must be mowed at least once every fourteen (14) days. The Owner is responsible for maintaining the Street adjacent to their Lot free of leaves, trash, and litter.

3.8 Noise. Unusually loud activities are prohibited at all times. After 10:00 p.m. and before 7:00 a.m. loud activities are prohibited so that the reasonable enjoyment of Owners is not disturbed. The Board may determine standards and additional regulations for unacceptable noise levels and activities. The Subdivision is intended to be a quiet, peaceful environment.

3.9 Nuisance. Unsafe, illegal or offensive activity inconsistent with a first-class residential neighborhood is prohibited. The Board may determine what constitutes a nuisance and issue additional regulations consistent with this section.

3.10 Oil and Mining Operations. Oil, gas, or mining operations of any character are prohibited.

3.11 Vehicle Sales. Only sales of an Owner's non-commercial Vehicles typically stored on a Lot are allowed, but not to exceed 4 sales per Owner in any calendar year.

3.12 Vehicle Storage. Vehicles must be parked on a Street, an improved driveway, in a carport, or in a garage. Any Vehicle other than a passenger car or pickup truck (not exceeding 1 ton capacity) shall be parked in an enclosed garage with the garage door closed or behind an opaque fence and gate (each at least 6 feet in height), with the gate closed. Commercial Vehicles may be temporarily parked on a Street, an improved driveway or in a carport, for not more than 3 consecutive days.

3.13 Recreational Vehicles. No recreational vehicle exceeding 16 feet in length shall be parked on any Street, on an improved driveway, or in a carport for more than 9 days in any 120 day period.

#### ARTICLE IV. RESTRICTIONS ON IMPROVEMENTS

4.1 Antenna. No antenna may be erected on a Lot except as follows:

4.1.1 Traditional Antenna. 1 traditional roof mounted wire television antenna may be allowed per Lot which meets the following criteria:

- (1) Silver or other single, flat neutral color,
- (2) Placed on the rear of the highest roof ridge line; and
- (3) Total height of 10 feet or less measured from the highest ridge line of the roof (not including any chimney).

4.1.2 Satellite Dish Antenna. 1 satellite dish antenna may be erected per Lot which meets the following criteria:

- (1) A single, flat, neutral color, which shall match the roof, if roof mounted, or the chimney, if chimney mounted;
- (2) Width not to exceed 8 feet;
- (3) If ground mounted — height not to exceed 10 feet from the ground;
- (4) If roof mounted — not elevated above the roof by a pole or other structure, except to the minimum amount necessary to physically install the antenna;
- (5) If roof mounted - not visible from a Street;

- (6) If ground mounted — located behind the rear wall of the House and at least five (5) feet from any Lot line;
- (7) If ground mounted — screened by landscaping when viewed from neighboring Lots; and
- (8) If the antenna is less than 2 feet wide and satisfies the requirements of 4.1.2(1), the antenna may be roof mounted in such location as necessary to achieve normal reception standards so long as the location minimizes the view of the antenna from a street.

4.1.3 Additional Limitations. The Board may issue additional Antenna regulations.

4.2 Exterior Maintenance. The exterior of any Structure on a Lot (specifically including roof, doors, windows, screens, awnings, shutters, carports, and exterior surface) must be maintained in good condition and repair, adequately, uniformly and completely painted or otherwise finished (without substantial peeling of the finish), and present a first-class residential appearance. Fences shall be maintained in an erect, safe condition, such that they effectively enclose and screen the fenced portion of the Lot. The Board may determine when a Structure and/or fence requires repair and a reasonable deadline for the Owner to conclude that repair, and issue additional regulations to implement this section.

4.3 Fences. Fences are prohibited closer to a Street than the building setback line. Fences may be constructed only of wood, brick, stucco, rod iron, anodized aluminum, or other material approved by the Board. Chain-link fencing is allowed only along interior or rear Lot lines. Chain link fences shall not be visible from a Street. Fences may not exceed ten (10) feet in height, except on Lot lines abutting commercial property outside the Subdivision, abutting railroad tracks, or abutting San Felipe Road.

4.4 Mechanical Roof Ventilators. Mechanical roof ventilators (including wind turbines and power vents) are prohibited, except to the rear of the roof ridge, and not visible from the Street to which a Lot fronts. All roof ventilators (mechanical or not), roof jacks, and other protruding items on a roof (except chimneys and antennae) shall be painted a flat color which matches the roof. Mechanical roof ventilators on new construction shall not be visible from the street to which a Lot fronts.

4.5 Signs. All signs are prohibited, except:

4.5.1 One sale or rental sign, not to exceed six (6) square feet on each of 2 sides.

4.5.2 A temporary garage/moving/rummage sale sign, not to exceed six (6) square feet on each of 2 sides.

4.5.3 Any one Political sign may not remain for longer than sixty (60) days and shall be immediately removed after the applicable election.

4.6 Swimming Pool Equipment. Swimming pool equipment shall be screened from view from a Street by landscaping or opaque fencing.

4.7 Temporary Buildings. Mobile homes, manufactured houses, and temporary buildings are prohibited. Movable storage structures are allowed behind the House in the rear yard of a Lot, provided they do not exceed 10 feet in height, do not exceed 100 square feet in floor space, are located at least 5 feet from lot lines and are not used for living space.

4.8 Traffic Sight Areas. No landscaping or Structure shall interfere with sight lines necessary for safe traffic flow. The Board may enact additional regulations to implement this section.

## ARTICLE V. DIMENSIONS AND SETBACKS

5.1 Number of Structures. More than 1 House and 2 Accessory Structures are prohibited.

5.2 Height.

5.2.1 A House exceeding 35 feet in height is prohibited.

5.2.2 A detached garage, exceeding 25 feet in height is prohibited.

5.2.3 A moveable storage structure permitted by Section 4.7 exceeding 10 feet in height is prohibited.

5.2.4 An Accessory Structure or other structure exceeding 15 feet in height is prohibited, other than a House or detached garage.

5.2.5 Height shall be determined from the Lot Grade.

5.2.6 A chimney may exceed the height of the House by 3 feet.

5.3 Stories.

5.3.1 A House exceeding 2 full stories and a third half-story contained within the structure's roof line with floor area not exceeding sixty (60) percent of the second story is prohibited.

5.3.2 A detached garage exceeding 2 stories is prohibited.

5.3.3 An Accessory Structure or other Structure exceeding 1 story is prohibited.

5.3.4 This section is subject to compliance with the height restrictions of Section 5.2.

5.4 Setbacks. No Structure shall exist within the setbacks set forth in (a) the Oak Estates Restrictions originally recorded at Volume 1992, Page 581 of the Deed Records of Harris County, Texas, (b) the Oak Estates Section 2 Restrictions originally recorded at Volume 2257, Page 52 of the Deed Records of Harris County, Texas, and/or (c) the imposition and adoption of the Oak Estates Restrictions as made applicable to the adjacent lots by that certain instrument recorded at Volume 2318, Page 625 of the Deed Records of Harris County, Texas.

5.5 Permitted Protrusions in the Setbacks. The following are permitted protrusions into setback areas:

- 5.5.1 Roof overhangs, bay windows, architectural features, and air conditioning compressors, each not exceeding two (2) feet, into side setbacks only;
- 5.5.2 Electric gate openers;
- 5.5.3 Basketball goals;
- 5.5.4 Decks, porches or patios not exceeding 18 inches in height, in side and rear (but not the front) setback;
- 5.5.5 Window air conditioners, in side or rear setbacks only;
- 5.5.6 Chimneys, not exceeding 2 feet in depth and 8 feet in width; and
- 5.5.7 Fences, in side or rear setbacks only.

5.6 Garage Exception. A detached garage may be located not closer than 3 feet from an interior lot line. Living area may be constructed above a detached garage with the following limitations:

- 5.6.1 No window or door may be placed in the second floor of the garage facing the rear or interior lot line;
- 5.6.2 The detached garage may be connected to the residential dwelling by a covered open-air walkway. A garage sharing a common wall with a House or with enclosed access to a House is not a detached garage.

5.7 Garages. New construction must include a fully enclosed, full-size garage for not less than 2 nor more than 3 vehicles.

5.8 Building Materials. Any structure erected on a Lot shall be of new construction and built of quality materials. Mobile homes, trailer homes, and manufactured homes are prohibited. Used brick in good condition is allowed.

5.9 Exterior Materials. Exterior walls are prohibited unless the wall shall be made up of and contain not less than fifty-one percent (51%) brick, stone, and cement, and unless the outside front wall thereof shall be made up of and contain not less than sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) brick, stone, or cement.

5.10 Double Lots. Two (2) or more adjoining lots with common ownership and used as a common building site shall be considered as one (1) lot for the purposes of this Article V. The setbacks required by Section 5.4 shall apply to the exterior boundaries of the common building site without regard to internal Lot lines.

## ARTICLE VI. LANDSCAPING/DRIVEWAYS

- 6.1 Front Setback Area. The front setback area of a Lot may contain only pervious landscaped area, sidewalks, a porch or deck allowed by Section 5.5.4 and a driveway. Parking pads are prohibited in the front setback area.
- 6.2 Driveways. Driveways may not exceed 16 feet in width, except for driveways off side streets which may be as wide as the garage doors on any side street facing the garage. Circular driveways are allowed. Parking pads are allowed behind the front setback area. Driveways shall be constructed of brick, stone, or concrete materials only.
- 6.3 Sidewalks. Sidewalks may not exceed 4 feet in width and shall be constructed of brick, stone, or concrete materials only.
- 6.4 Vegetable Gardens. Vegetable gardens are prohibited in the front and side setback areas. Any vegetable garden shall be enclosed by a fence so not to be visible from a street.

## ARTICLE VII. CONSTRUCTION

- 7.1 Construction Activities. Construction of new Structures, additions or the remodeling of existing Structures shall be conducted in a manner so to avoid inconvenience to neighboring Owners. Workers shall be directed to park on or in front of the work site. To the extent possible, all worksites shall be separated from adjacent Lots by a temporary construction fence (if there is no current fencing). Construction activities shall be pursued diligently. New construction (including additions) must be completed within 12 months from commencement. No building materials may be stored on a Street, but may be temporarily placed between the curb and Front Street Line, but not in a way to block any sidewalk. Construction debris must be regularly removed or stored in a secure trash receptacle.
- 7.2 Demolition of Existing Structures. Existing Structures to be demolished in anticipation of existing construction, shall be fully secured pending demolition. Demolition shall be conducted in a prompt, safe manner in order to minimize inconvenience to neighboring Owners. Any demolition shall be completed within 7 days from commencement with all debris removed and the Lot properly graded.
- 7.3 Tree Protection. The contractor and Lot Owner shall take reasonable precautions to prevent construction activities from adversely affecting the health of trees located on neighboring Lots.

## ARTICLE VIII. MANAGEMENT AND OPERATION OF THE SUBDIVISION

- 8.1 Association. The Association has been created to administer the affairs of the Subdivision. The Association has the power to administer and enforce the Restrictions, collect and spend all assessments, acquire, improve and maintain Common Area, adopt additional bylaws and regulations to implement the Restrictions, adopt reasonable standards and interpretations of the Restrictions, and, in general, to act on behalf of the Owners as a community association.



8.2 Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall have 7 directors. The Board shall receive no compensation but may be reimbursed for reasonable expenses.

8.3 Enforcement. The Association may enforce the Restrictions, but the failure to enforce any particular restrictive covenant on a particular violation shall not be deemed a waiver of that restrictive covenant.

After notice and hearing, the Association may cure any violation of a restrictive covenant at the expense of the violating owner. The violating owner shall immediately reimburse the Association for such expense. Should the Association desire to exercise its right to cure any violation, the Association shall provide at least two (2) written notices to the violating owner (at least seven [7] days apart) and conduct a public hearing. The first written notice shall notify the violating owner that the Association may or will cure the violation and the second notice shall state that the Association will cure the violation should the violating owner fail to do so within any time period stated in the notice. The public hearing shall be conducted by the Board at a special meeting of the Board upon at least seven (7) days advance notice to the violating owner (which notice may be contained in the two required notices). The public hearing shall be open to all Owners. All Owners shall have the opportunity to speak and submit evidence at the public hearing. The Board, in its discretion, may accept testimony and evidence from knowledgeable third parties. The procedural rules for conduct of the public hearing shall be adopted by the Board, from time to time, and made available to all Owners. A copy of the procedures shall be supplied to the violating owner with their notice of the public hearing. The Board may adjourn the public hearing to a date certain in the future in order to gather additional testimony and evidence, to allow the Board to further investigate the violation or to allow the violating owner a reasonable opportunity to cure the violation. Upon conclusion of the public hearing, the Board may take such action as it deems appropriate including, but not limited to, (i) granting a variance (provided the violating owner has requested a variance and complied with the variance provisions of the Covenants), (ii) granting the violating owner specified time to cure the violation, (iii) retaining a third party to cure the violation at the expense of the violating owner or determining that violation has been cured in all material and substantial manner and any remaining violation is technical and immaterial in nature, such that the purposes and intentions of the Covenants have been satisfied.

Each Owner authorizes the Association to enter onto their Lot(s) for the purpose of curing any violation of a restrictive covenant, provided such authority does not extend to entering into a locked structure or fenced and locked yard, except in an emergency.

8.4 Liability of the Board. To the maximum extent allowed by law, the Association shall indemnify the Board from liability relating to actions taken by the Board in good faith in their official capacity for the Association. The Owners intend that no director have personal liability for any action taken in good faith in their capacity as a member of the Board, except for willful misconduct. The Association shall, if reasonably available, purchase Directors and Officers liability insurance for the benefit of the Board.

8.5 Membership. All Owners shall be members of the Association. Membership is mandatory. Each Lot shall receive one (1) vote on all matters of the Association coming to a vote. A Lot

physically divided between 2 Owners shall have no vote. Multiple Lots used for 1 building site shall have 1 vote. The unanimous decision of each Owner of an interest in the Lot shall be required in order to cast the vote for that Lot, unless the Owners are married, in which event either Owner may cast the vote, provided no written objection has been received by the Board from the other Owner. Failure to pay assessments on a Lot forfeits an Owner's vote until paid. Votes may be cast by written proxy, the original of which shall be delivered to the Board. Proxies may not be effective for a period exceeding 6 months and must be registered with the Board. Owners may be represented by an attorney-in-fact pursuant to a Durable Power of Attorney satisfying the requirements of Texas law and a copy of the Durable Power of Attorney is provided to the Board, together with a written statement by the attorney-in-fact that the Durable Power of Attorney is valid and continuing without revocation and providing a current address, phone number, and contact person in order to contact the Owner. As a condition precedent to an Owner's right to vote, the Owner must provide the Board the following documents:

- (1) recorded deed; and
- (2) mailing information and phone number for the Owner.

8.6 Powers of the Association. The Association shall have all powers of a non-profit corporation chartered in the State of Texas and may enter into such contracts and agreements and retain professionals as the Board deems consistent with the Restrictions and in the best interest of the Subdivision.

8.7 Bylaws. The Association may adopt such bylaws as recommended by the Board to implement the powers of the Association and the Board granted by the Restrictions, to provide procedures for implementation of the Restrictions, to provide voting procedures for meetings of the Association, to establish officers for the Association including president, vice president, secretary, and treasurer and, in general, to address such matters as are typically addressed in the bylaws of a community association.

8.8 Standards and Interpretations. The Board, from time to time, may issue regulations, standards and interpretations relating to particular restrictive covenants, consistent with the purposes and intent of the Restrictions, as part of the Board's discretionary authority. Each Owner and Lot are bound by those regulations, standards and interpretations.

8.9 Common Area. All Owners shall have an equal right to access and use of the Common Areas, if any, so long as the Owners have paid all assessments and are not in violation of the Restrictions.

8.10 Texas Property Code Chapter 204. The Association is a property owners association under Texas Property Code Chapter 204 and has all powers enumerated therein.

## ARTICLE IX. ASSESSMENTS

9.1 Annual Assessment. Each Lot's Owner is obligated to pay an annual assessment to fund the Association.

9.2 Amount of Annual Assessment. The initial annual assessment is \$120.00 per Lot. The annual assessment may be changed by the Board from year to year. The amount of the annual assessment shall not increase more than 10% per year, without an affirmative vote of a majority of the Owners in attendance at a meeting of the Association called for the purpose of authorizing the increase in the annual assessment. The amount of annual assessment shall be determined not later than December 1 of each year for the following calendar year. Assessments shall be uniform for all Lots.

9.3 Special Assessments. The Association may levy additional assessments, from time to time, for purposes determined to be in the best interest of the Subdivision by the Board. A special assessment must be approved by a majority of the Owners attending a meeting of the Association called for the purpose of approving the special assessment. The amount, purpose, and due date of the special assessment shall be set forth in the notice of the Association meeting.

Any special assessment which is more than four times the annual assessment in any one year, shall be approved by the Owners of seventy-five percent (75%) of the Lots by written ballot or petition in lieu of the foregoing approval at a meeting of the Association. The written ballot or petition, shall be hand delivered or mailed to all Owners with an explanation of the amount, purpose and due date(s) of the special assessment.

9.4 Alternative Authorization of Assessments. In lieu of a formal meeting, the Association may receive authorization for increases in annual assessments or the implementation of special assessments by receiving approval from the Owners of a majority of the Lots by written ballot or petition.

9.5 Due Date. Annual assessments are due by February 1 of each year. Special assessments shall be due as determined by the Board or as set forth in the Resolution of the Owners approving the special assessment.

9.6 Personal Liability for Assessments. All annual and special assessments are the personal obligation of the Owner of the Lot (jointly and severally, if more than one) at the time the assessment is due. Each assessment shall bear interest at the rate of the lesser of 18% per annum or the maximum rate allowed by applicable law from the date due until paid. The Association intends to comply with applicable usury laws. In the event the interest, contracted for, charged or received exceeds the maximum legal rate, the excess interest shall be refunded, spread and/or applied to principal to the maximum extend allowed by applicable law in order to avoid usury. The Owner is also personally liable for all costs, including attorney's fees, in collecting past due assessments. An Owner's personal liability for annual and special assessments, including all costs, including attorney's fees, in collecting past due assessments (the "Amount"), shall constitute and be secured by a lien to the extent of the Amount against the Owner's real property in the Subdivision to the full extent allowed by the Texas Property Code.

## ARTICLE X. TERM, RENEWAL, AND MODIFICATION

- 10.1 Term. The Restrictions are binding for 40 years from the Effective Date.
- 10.2 Termination. The Restrictions may be terminated by a document executed and acknowledged by the Owners of at least 90% of the Lots recorded in the Real Property Records. The termination shall be effective upon when filing.
- 10.3 Extension. The Restrictions shall automatically renew for successive terms of 10 years each, unless the Owners of at least 75% of the Lots execute and acknowledge a document filed in the Real Property Records to preclude the extension. Such document shall be effective to prevent the extension of the term but shall not reduce the term of the Restrictions.
- 10.4 Amendment. The Restrictions may be amended but not terminated, by a document executed and acknowledged by at least a simple majority of the Owners of the Lots recorded in the Real Property Records of Harris County, Texas. The amendment shall be effective when filed.
- 10.5 Power of Attorney. The termination, extension, or amendment of the Restrictions may be accomplished by the signature of an attorney-in-fact on behalf of any of the Owners. The President of the Board (or their successor) may be designated as attorney-in-fact pursuant to a Power of Attorney executed by an Owner. Such Power of Attorney need not follow the promulgated form for Durable Power of Attorney under the Texas Probate Code, as amended. The affidavit of the President or Secretary of the Board reciting the authority of this section and listing the Owners who have granted a Power of Attorney to the President of the Board shall be prima facia evidence of the existence of such Powers of Attorney. The original Powers of Attorney authorizing the President of the Association to act on behalf of Owners shall be retained in the records of the Association, provided the loss of the original Powers of Attorney shall not invalidate the authority granted, so long as the affidavit described above is executed by the President or Secretary of the Board and recorded in the Real Property Records. The Affidavit is prima facia evidence of the existence of the Powers of Attorney at the time the termination, extension, or amendment document was executed and acknowledged by the President of the Association pursuant to the Powers of Attorney.

## ARTICLE X. VARIANCE

11.1 The Board may grant variances to any specific restrictive covenants contained in Articles III, IV, V, VI and VII where the enforcement of such restrictive covenant would be inequitable or inconsistent with the overall purposes and intent of the Restrictions. A variance shall not be granted simply because the Board disagrees with the policy considerations behind the restrictive covenant in question. No variance shall be granted except upon written application to the Board containing the following:

- (1) Description of the applicable restrictive covenants;
- (2) Description of the requested variance and any conditions;

(3) Reasons for the variance; and

(4) Affirmative statement that the variance has not been caused by the action or inaction of the Owner.

Further, no variance shall be granted before the Board gives written notice of the proposed variance to the adjacent Lot owners and affords the adjacent Lot owners a reasonable opportunity to present their views concerning the proposed variance.

No variance shall be issued by the Board without a finding that (i) granting the variance will not adversely affect the integrity of the Subdivision, (ii) the variance is consistent with the overall goals of the Restrictions and (3) no adjacent Lot will be adversely affected in any material way and (4) no Owners shall be adversely affected in any material way. A variance shall not be granted simply because the Board disagrees with the policy considerations behind the restrictive covenant in question. The Board may, from time to time, adopt specific rules regarding the consideration and granting of variances which may include a fee for a variance request. All costs incurred by the Board relating to consideration of a variance shall be the responsibility of the petitioning Owner.

The following shall not be considered acceptable reasons for the granting of an variance:

- (1) Economic hardship;
- (2) Inability to obtain financing; or
- (3) Inability to obtain approval by governmental agency.

No lot owner shall be entitled to a variance in any particular circumstance. The granting of a variance in a particular circumstance shall not operate as precedence and shall not be binding upon the Board or any successor Board in any other circumstance, whether similar or dissimilar.

Failure of the Board to respond to a variance request within thirty (30) days after the date received by the Board shall be deemed an automatic denial of the variance. The Board may extend the time period for consideration of the variance to a total of ninety (90) days if the Board deems such period necessary in order to fully evaluate the request.

## ARTICLE XII. TRANSITION PROVISIONS

12.1 Grandfathering/Non-Conformity. Any Lot, Structure, or use of a Lot in violation of the Restrictions as of the Effective Date of the Restrictions is considered nonconforming. Nonconforming Lots, Structures and uses shall not include any Lot, Structure or use which violated the Current Restrictions or any applicable laws, ordinances or regulations on the Effective Date. Nonconformities are grandfathered and may continue in legal existence.

Nonconformities may be maintained, repaired or cosmetically remodeled, but may not be structurally enhanced, expanded or reconstructed after a casualty loss where over fifty percent (50%)

of the value of the nonconforming structure is destroyed. A nonconformity loses its legal status at such time as the Lot, Structure or use comes into compliance with the Restrictions and thereafter, the nonconformity may not resume. Any nonconformity is deemed abandoned after 90 days of continuous nonuse.

In the event of dispute regarding a nonconformity, the Board shall investigate the facts surrounding the nonconformity, receive input from Owners and render its decision, which decision shall be final.

### ARTICLE XIII. GENERAL PROVISIONS

13.1 Attorney's Fees. The Association shall recover all attorney's fees and court costs incurred in enforcing any provision of the Restrictions.

13.2 Binding Effect. The Restrictions are binding upon and are to the benefit of the Owners and their heirs, executors, representatives, successors and assigns, where permitted.

13.3 Choice of Law. The Restrictions are subject to and governed by the law of the State of Texas.

13.4 Construction. The Restrictions shall be liberally construed to achieve the intent of the Owners. Any rule of construction to strictly construe restrictive covenants or to construe restrictive covenants in favor of the free use of land is inapplicable.

13.5 Effective Date. The Restrictions are effective upon recording in the Real Property Records.

13.6 Mortgagees. No violation of the Restrictions shall invalidate the lien of any mortgagee made in good faith and for value.

13.7 Multiple Signature Pages. The Amendment to Restrictive Covenants contains multiple signature pages and will be executed in multiple originals without all signatures on any one original. Separate signature pages may be attached to the copy of the Restrictions recorded in order to eliminate unnecessary costs of filing multiple copies of the Restrictions.

13.8 Non-Waiver. No waiver, express or implied, of any violation of the Restrictions shall preclude the subsequent enforcement of the Restrictions as to that or similar violations. No member of the Board has the authority to waive, modify, or terminate any provision of the Restrictions.

13.9 Notices. Any notice to an Owner may be provided by certified mail, return receipt requested, addressed to Owner at the Lot and shall be effected when deposited in the United States mail, postage prepaid, or when handdelivered (by courier service or otherwise) to the Lot if an occupied House exists on the Lot (even if no one is home when delivery is made).

13.10 Severability. The invalidity, abandonment or waiver of any one of the Restrictions shall not affect or impair any other of the Restrictions and any invalid, abandoned or waived Restriction shall be judicially reformed to be valid, enforceable and effectuate the intentions of the Owners.

529-22-1830

529-88-2062

13.11 Texas Property Code Chapter 204. The Owners intend to comply with the provisions of Texas Property Code Chapter 204 in order to amend the Current Restrictions of the Subdivisions (including those on the Plat) and adopt the Restrictions. The Restrictions are binding upon all Lots.

13.12 Time. Time is of the essence in the compliance with obligations in the Restrictions. A deadline falling on a Saturday, Sunday or holiday recognized by the State of Texas is extended to the next following weekday which is not a holiday.

13.13 Scope of Prohibitions. Whenever a use, item, activity, or Structure is prohibited in the Restrictions, the prohibition extends to all property in the Subdivision, unless specifically limited. The use, item, activity, or Structure prohibited shall include all variations, evolutions, substitutions, replacements, successors or analogous uses, items, activities, or Structures, so to give effect to the intent of the prohibition. The Board may interpret the scope of prohibitions and the meaning of terms used in the Restrictions, as part of its discretionary authority. Those interpretations may be recorded in the Real Property Records and be binding on the Owners and the Subdivision.

13.14 Restatement. The Restrictions shall modify, add to, and extend the existing restrictions on the subdivision and shall restate and replace the existing restrictions.

This Petition has been approved by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors of the Association pursuant to the Articles of Incorporation and By-Laws of the Association and the requirements of Texas Property Code Chapters 201 and 204 in order to modify, add to, and extend the current restrictions.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

OAK ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Kenneth M. Morris, President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on \_\_\_\_\_, 1999, by Kenneth M. Morris, President of Oak Estates Homeowners Association, Inc., a Texas corporation, on behalf of said corporation and in the capacity therein stated.

\_\_\_\_\_  
Notary Public's Signature

BLOCK NO.	LOT NUMBER	TOTAL FLOOR AREA	GROUND FLOOR AREA	SET BACK DISTANCES NO. FT. FROM LOT LINE							
				HOUSE				GARAGE OUTBUILDINGS			
				N	S	E	W	N	S	E	W
1	74	1,400	800	10	5	25	10	10	3	*	10
	75 - 83, both inc.	1,400	800	5	5	25	10	3	3	*	10
	84	1,400	800	5	10.5	25	10	3	10.5	*	10
2	1	1,750	1,000	10	25	10	7.5	10	*	60	3
	2	1,750	1,000	10	25	7.5	7.5	10	*	3	3
	3	1,750	1,000	10	25	7.5	7.5	10	*	3	3
	4, 5, 6, 7, 8, 9, 10, 11	1,600	900	10	25	7.5	7.5	10	*	3	3
	12	1,600	900	10	25	7.5	10	10	*	3	10
3	13	1,750	1,000	25	5	10	7.5	*	5	60	3
	14	1,750	1,000	25	5	7.5	7.5	*	5	3	3
	15	1,750	1,000	25	5	7.5	7.5	*	5	3	3
	16, 17	1,650	900	25	5	7.5	7.5	*	5	3	3
	18	1,650	900	25	5	7.5	7.5	*	5	3	5
	19	1,650	900	25	5	7.5	7.5	*	5	5	3
	20, 21, 22, 23	1,650	900	25	5	7.5	7.5	*	5	3	3
	24	1,650	900	25	5	7.5	10	*	5	3	10
	25	1,750	1,000	5	25	10	7.5	5	*	60	3
	26, 27	1,750	1,000	5	25	7.5	7.5	5	*	3	3
	28, 29	1,650	900	5	25	7.5	7.5	5	*	3	3
	30	1,650	900	5	25	7.5	7.5	5	*	3	5
	31	1,650	900	5	25	7.5	7.5	5	*	5	3
	32, 33, 34, 35	1,650	900	5	25	7.5	7.5	5	*	3	3
	36	1,650	900	5	25	7.5	10	5	*	3	10



BLOCK NO.	LOT NUMBER	TOTAL FLOOR AREA	GROUND FLOOR AREA	SET BACK DISTANCES NO. FT. FROM LOT LINE							
				HOUSE				GARAGE OUTBUILDINGS			
				N	S	E	W	N	S	E	W
4	37	1,750	1,000	25	5	10	7.5	*	5	60	3
	38	1,750	1,000	25	5	7.5	7.5	*	5	3	3
	39	1,750	1,000	25	5	7.5	7.5	*	5	3	3
	40, 41	1,650	900	25	5	7.5	7.5	*	5	3	3
	42	1,650	900	25	5	7.5	7.5	*	5	3	5
	43	1,650	900	25	5	7.5	7.5	*	5	5	3
	44, 45, 46, 47	1,650	900	25	5	7.5	7.5	*	5	3	3
	48	1,650	900	25	5	7.5	10	*	5	3	10
	49	1,750	1,000	5	25	10	7.5	5	*	60	3
	50, 51	1,750	1,000	5	25	7.5	7.5	5	*	3	3
	52, 53	1,650	900	5	25	7.5	7.5	5	*	3	3
	54	1,650	900	5	25	7.5	7.5	5	*	3	5
	55	1,650	900	5	25	7.5	7.5	5	*	5	3
	56, 57, 58, 59	1,650	900	5	25	7.5	7.5	5	*	3	3
	60	1,650	900	5	25	7.5	10	5	*	3	10
5	61	1,750	1,000	25	5	10	7.5	*	5	60	3
	62, 63	1,750	1,000	25	5	7.5	7.5	*	5	3	3
	64, 65	1,650	900	25	5	7.5	7.5	*	5	3	3
	66	1,650	900	25	5	7.5	7.5	*	5	3	5
	67	1,650	900	25	5	7.5	7.5	*	5	5	3
	68, 69, 70, 71, 72	1,650	900	25	10.5	7.5	7.5	*	10.5	3	3
	86	1,500	900	5	25	10	7.5	5	*	45	3
	87, 88, 89, 90, 91	1,500	900	5	25	7.5	7.5	5	*	3	3
	92	1,500	900	5	25	7.5	10.5	5	*	3	10.5

BLOCK NO.	LOT NUMBER	TOTAL FLOOR AREA	GROUND FLOOR AREA	SET BACK DISTANCES NO. FT. FROM LOT LINE							
				HOUSE				GARAGE OUTBUILDINGS			
				N	S	E	W	N	S	E	W
6	103	1,400	800	10	5	25	10.5	10	3	*	10.5
	104, 105, 106	1,400	800	5	5	25	10.5	3	3	*	10.5
7	94, 95, 96	1,500	900	25	5	5	5	*	5	3	3
	97	1,500	900	25	5	5	10	*	5	3	10
9	85	2,250	1,250	10	10	20	25	5	10	20	*

BLOCK NO.	LOT NUMBER	TOTAL FLOOR AREA	GROUND FLOOR AREA
6	107	1,400	800
	108	1,250	800
7	93	1,500	900
	98	1,400	800
	99, 100, 101, 102	1,400	800
8	109	1,250	800
	110, 111, 112, 113 114, 115, 116	1,350	800
	117, 118	1,400	800

BLOCK NO.	LOT NUMBER	SET BACK DISTANCES NO. FT. FROM LOT LINE															
		HOUSE								GARAGE OUTBUILDINGS							
		N	NE	E	SE	S	SW	W	NW	N	NE	E	SE	S	SW	W	NW
6	107	5		25	5	10		10.5		3		*	3	10		10.5	
	108		25		10	10			5		*		10	10			3
7	93	25		10			5	5		*		20			5	3	
	98	5	5		25		5			5	5		*		3		
	99	5	5		25		5			5	3		*		3		
	100	5	5		25		5			5	3		*		5		
	101	5	5		5			25		5	5		3			*	
	102		5		10		25		5		5		60		*		3
8	109		5			10			25		3			10			*
	110, 111		5			10	5		25		3			10	3		*
	112		25		5	10	5		25		*		3	10	3		*
	113	25	5			10			5	*	3			10			3
	114		5	20		10	5		25		3	20		10	3		*
	115			20		5	25		5			20		3	*		3
	116	5		20	5		25		25	3		20	3		*		*
	117	5		20		5			25	3		20	3				*
	118	10		20		5		25		10		20		3		*	

\* No garage, outhouse or other detached building may be built nearer the face of the lot than the back line of the house erected thereon; provided, however, that if any such garage, outhouse or other structure be made a part of the residence or main building constructed on any of the Restricted Lots, such garage, outhouse or other structure shall not be placed nearer than Twenty-five (25') feet from the front property line of the property or face of the lot upon which the same is erected or constructed.

# SCHEDULE

Block No.	Lot Number	Total Floor Area	Set Back Distances No. Ft. From Lot Line							
			House				Garage Outbuildings			
			N	S	E	W	N	S	E	W
9	1 to 10 incl.	1250 sq. ft.	3'	3'	25'	10'	3'	3'	*	10'
10	11	1400 " "	25'	5'	5'	10'	*	5'	5'	10'
10	21	1400 " "	10'	5'	5'	25'	10'	5'	5'	*
10	12 to 16 incl.	1400 " "	25'	5'	5'	5'	*	5'	5'	5'
10	17 to 20 incl.	1400 " "	5'	5'	5'	25'	5'	5'	5'	*
11	22 to 27 incl.	1400 " "	5'	25'	5'	5'	5'	*	5'	5'
11	28	1400 " "	5'	25'	5'	10'	5'	*	5'	10'
12	29	1400 " "	25'	5'	5'	10'	*	5'	5'	10'
12	30 and 31	1400 " "	25'	5'	5'	5'	*	5'	5'	5'
12	32	1400 " "	25'	5'	10'	5'	*	5'	10'	5'
12	33	1400 " "	5'	25'	10'	5'	5'	*	10'	5'
12	34 and 35	1400 " "	5'	25'	5'	5'	5'	*	5'	5'
12	36	1400 " "	5'	25'	5'	10'	5'	*	5'	10'

\* No garage, outhouse or other detached building may be built nearer the face of the lot than the back line of the house erected thereon; provided, however, that if any such garage, outhouse or other structure be made a part of the residence or main building constructed on any of the Restricted Lots, such garage, outhouse or other structure shall not be placed nearer than twenty-five feet (25') from the front property line of the property or face of the lot upon which the same is erected or constructed.

U149174

12/29/99 101226591 U149174

\$321.75

**MODIFICATION, ADDITION, AND EXTENSION OF RESTRICTIVE COVENANTS  
PURSUANT TO TEXAS PROPERTY CODE CHAPTERS 201 AND 204**

**Subdivisions:**

- (a) Oak Estates subdivision according to the map or plat thereof recorded at Volume 31, Page 67 of the Map Records of Harris County, Texas ("Oak Estates");
- (b) Oak Estates Section 2 according to the map or plat thereof recorded at Volume 35, Page 43 of the Map Records of Harris County, Texas ("Oak Estates Section 2"); and
- (c) the lots adjacent to Oak Estates along the east side of Oak Estates described as property "owned by others" on the map or plat of Oak Estates recorded at Volume 31, Page 67 of the Map Records of Harris County, Texas, and more particularly described in the instrument adopting Oak Estates' Restrictions as applicable to said adjacent lots recorded at Volume 2318, Page 625 of the Deed Records of Harris County, Texas (the "Lots").

(Oak Estates, Oak Estates Section 2, and the Lots collectively the "Subdivisions" and any of them individually the "Subdivision").

**Notice of Formation of  
Petition Committee:**

Filed for record on November 18, 1999, under Microfilm Code numbers 529-22-1808 through 529-22-1830, both inclusive, of the Official Real Property Records of Harris County, Texas.

**Purpose:**

To modify, add to, and extend the existing restrictions for the Subdivisions and to restate and replace existing restrictive covenants. Pursuant to Texas Property Code Chapters 201 and 204, the restrictive covenants (the "Restrictions") set forth in the attached Petition to Modify, Add, and Extend Restrictive Covenants (Pursuant to Texas Property Code Chapters 201 and 204) (the "Petition") modify, add to, extend, and restate the existing restrictive covenants. The Petition is being filed as a dedicatory instrument pursuant to Texas Property Code Chapters 201 and 204. The Restrictions

shall apply to the Subdivisions, superseding and replacing the existing restrictive covenants. The Restrictions shall run with the land, bind and benefit each owner of property in the Subdivisions, create a uniform plan for the Subdivisions for the common benefit of the Subdivisions and its owners, and shall restrict all property in the Subdivisions, whether or not referenced in subsequent deeds.

**Compliance With Texas Property  
Code Chapters 201 and 204:**

The requisite approvals were received from the owners of property and the amount of the property in each of the Subdivisions. Attached are the ballot/signature pages signed by the requisite number of owners of property and the amount of property in the Subdivisions evidencing approval of the Restrictions.

The Petition Committee approved and circulated the Petition.

The Restrictions have been adopted in full compliance with all requirements of Chapters 201 and 204 in order to modify, add to, extend, and restate the existing restrictive covenants.

Notice was provided, in accordance with the requirements of Texas Property Code Chapter 204, to owners of property in the Subdivisions, with a copy of the Petition and a ballot/signature page to indicate the owners' approval or disapproval.

**Property Owners' Association:**

Oak Estates Homeowners Association, Inc., a Texas non-profit corporation, created under the Texas Non-Profit Corporation Act (the "Association"), has become a unitary Association as defined in the Texas Property Code Chapter 204 for the Subdivisions.

**No Opt Out:**

No property owner or lienholder has the right to exclude themselves from the Restrictions.

**Effective Date:**

The Restrictions are valid upon the recording of this Modification, Addition, and Extension of Restrictive Covenants Pursuant to Texas Property Code Chapters 201 and 204.

## AFFIDAVIT AND ACKNOWLEDGMENT

My name is Kenneth M. Morris. I execute, verify, and acknowledge this Modification, Addition, and Extension of Restrictive Covenants Pursuant to Texas Property Code Chapters 201 and 204 (the "Covenants") in my capacities as an owner of real property in the Subdivisions, as a member of the Petition Committee, and as President of the Oak Estates Homeowners Association, Inc.

Exhibit A hereto is a copy of the Petition as filed with the Written Notice of Formation of Petition Committee on November 18, 1999. A copy of the Petition was hand-delivered to residences within the Subdivisions, together with a Signature Page for Voting on Petition to Modify, Add, and Extend Restrictive Covenants. The completed signature pages received at or before December 22, 1999, at 7:00 p.m. are attached to Exhibit A.

The Covenants were approved and become effective upon the filing of this instrument. I received and tallied the signature pages. A summary of the votes is as follows:

1. The Subdivisions contain 148 residences (or street addresses for a residence). Out of these 148 residences, 117 voted "For" the Covenants (79.05%); 2 voted "Against" the Covenants (1.35%); and 29 did not vote (19.60%).

2. The Subdivisions' 148 residences comprise 1,546,417 square feet. The 117 residences that voted "For" the Covenants comprise 1,200,972 square feet (77.66%). The two residences that voted "Against" the Covenants comprise 20,028 square feet (1.30%). The 29 residences that did not vote comprise 325,417 square feet (21.04%).

3. Oak Estates contains 108 residences (or street addresses for a residence). Out of these 108 residences, 86 voted "For" the Covenants (79.62%); 2 voted "Against" the Covenants (1.86%); and 20 did not vote (18.52%).

4. Oak Estates' 108 residences comprise 1,114,624 square feet. The 86 residences that voted "For" the Covenants comprise 867,376 square feet (77.82%).

5. The Lots contain 7 residences (or street addresses for a residence). Out of these 7 residences, 5 voted "For" the Covenants (71.42%) and 2 did not vote (28.58%).

6. The Lots' 7 residences comprise 139,054 square feet. The 5 residences that voted "For" the Covenants comprise 96,988 square feet (69.75%).

7. Oak Estates Section 2 contains 33 residences (or a street address for a residence). Out of these 33 residences, 26 voted "For" the Covenants (78.79%) and 7 did not vote (21.21%).

8. Oak Estates Section 2's 33 residences comprise 292,739 square feet. The 26 residences that voted "For" the Covenants comprise 236,608 square feet (80.83%).

The information contained in this Affidavit and Acknowledgment is true and correct to the best of my knowledge, information, and belief. I have examined real property and other records as necessary to derive this information. I have personally tallied the votes.

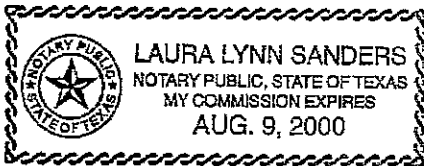
*Kenneth M. Morris*  
Kenneth M. Morris

(120)  
107

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on December 29, 1999, by Kenneth M. Morris in his capacities as an owner of real property in the Subdivisions, as a member of the Petition Committee on behalf of the Petition Committee, and as President of the Oak Estates Homeowners Association, Inc. on behalf of the corporation.

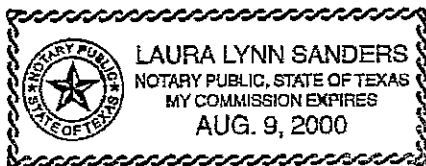


*Laura Lynn Sanders*  
Notary Public in and for the  
State of T E X A S

My commission expires:

08/09/2000

SWORN AND SUBSCRIBED TO BEFORE ME this 29th day of December, 1999.



*Laura Lynn Sanders*  
Notary Public in and for the  
State of T E X A S

My commission expires:

08/09/2000



529-88-2044

AFTER RECORDING RETURN TO:

Kenneth M. Morris  
Morris & Campbell, P.C.  
600 Jefferson, Suite 800  
Houston, Texas 77002

**PETITION TO MODIFY, ADD, AND EXTEND RESTRICTIVE COVENANTS**  
**(Pursuant to Texas Property Code Chapters 201 and 204)**

529-88-2045

**Subdivisions:**

- (a) Oak Estates subdivision according to the map or plat thereof recorded at Volume 31, Page 67 of the Map Records of Harris County, Texas ("Oak Estates");
- (b) Oak Estates Section 2 according to the map or plat thereof recorded at Volume 35, Page 43 of the Map Records of Harris County, Texas ("Oak Estates Section 2"); and
- (c) the lots adjacent to Oak Estates along the east side of Oak Estates described as property "owned by others" on the map or plat of Oak Estates recorded at Volume 31, Page 67 of the Map Records of Harris County, Texas, and more particularly described in the instrument adopting Oak Estates' Restrictions as applicable to said adjacent lots recorded at Volume 2318, Page 625 of the Deed Records of Harris County, Texas (the "Lots").

(Oak Estates, Oak Estates Section 2, and the Lots collectively the "Subdivisions" and any of them individually the "Subdivision").

**Current Restrictions:**

Renewal and Adoption of Restrictions of Oak Estates, Oak Estates Section 2, and Adjacent Lots filed for record on December 29, 1989, under Microfilm Code numbers 165-74-1217 through 165-74-1321, both inclusive, of the Official Public Records of Real Property of Harris County, Texas (the "Renewal").

**Original Restrictions:**

The Renewal renewed and extended the following original restrictions:

- (a) the Oak Estates Restrictions originally recorded at Volume 1992, Page 581 of the Deed Records of Harris County, Texas, (b) the Oak Estates Section 2 Restrictions originally recorded at Volume 2257, Page 52 of the Deed Records of Harris County, Texas, and (c) the imposition and adoption of the Oak Estates

Restrictions as made applicable to the adjacent lots by that certain instrument recorded at Volume 2318, Page 625 of the Deed Records of Harris County, Texas.

**Expiration of Current Restrictions:**

January 1, 2000

**Petition Committee:**

William K. Brown, M.D.	Kenneth M. Morris
4025 Piping Rock	4044 Overbrook Lane
Houston, Texas 77027	Houston, Texas 77027

George Hagle	Ann Watkins
4029 Meadow Lake Lane	4005 Meadow Lake Lane
Houston, Texas 77027	Houston, Texas 77027

Edward Heller  
4015 Meadow Lake Lane  
Houston, Texas 77027

**Purpose:**

The Restrictive Covenants of this Petition shall modify, add to, and extend the Current Restrictions and shall restate and replace the current Restrictions.

**Proposed Restrictive Covenants:**

Upon compliance with Texas Property Code Chapters 201 and 204, the following restrictive covenants (the "Restrictions") shall apply to the Subdivisions by incorporation into the Current Restrictions. The Restrictions shall run with the land, bind and benefit each owner of property in the Subdivisions, create a uniform plan for the Subdivisions for the common benefit of the Subdivisions and its owners, and shall restrict all property in the Subdivisions, whether or not referenced in subsequent deeds.

**Property Owners' Association:**

Oak Estates Homeowners Association, Inc., a Texas non-profit corporation created under the Texas Non-Profit Corporation Act (the "Association"), becomes an Association as defined in Texas Property Code Chapter 204 upon majority approval of the Restrictions.

529-22-1815

529-88-2047

**Approval By  
Association:**

This Petition and the Restrictions have been approved by the Association and the Petition is being circulated for approval by owners of property in the Subdivisions, all in accordance with Texas Property Code Chapters 201 and 204.

**Compliance With Texas  
Property Code  
Chapters 201 and 204:**

The Restrictions must be approved before their filing and effectiveness by the affirmative vote of the owners of Lots comprising a majority of the square footage in each Subdivision.

**No Opt Out:**

No property owner or lienholder has the right to exclude themselves from the Restrictions, when adopted.

**Effective Date:**

The Restrictions shall be valid upon recording after the requisite number of approvals have been received. No formal notice to owners or lienholders is necessary.

**Recording:**

This Petition to Modify, Add, and Extend Restrictive Covenants may be recorded by attachment of an acknowledgment executed by (i) an officer of the Association affirmatively stating the requisite approvals have been received or (ii) any property owner, if the signatures of the requisite number of property owners are attached.

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

909310

S. N. Adams, a resident citizen of Houston, Harris County, Texas, is the owner of a part of a certain tract and parcel of land shown on page 67, Volume 31, of the Map Records of Harris County, Texas (which is in general a map of Oak Estates), this tract herein referred to being in the northeast corner of said plat, and being bounded on the north by San Felipe Road, on the west by Drexel Drive, on the south by Lot 85 of Oak Estates, and on the east by the east line of a twenty foot (20') Drainage Ditch shown along the east side of Oak Estates and property "Owned by Others" on said map of Oak Estates. The property herein referred to as owned by S. N. Adams is the tract shown on said plat as "Owned by Others", less a tract one hundred ten feet (110') fronting on Drexel Drive, by One hundred eighty-seven and ninety-six/one hundredths feet (187.96') along the south line of San Felipe Road, which was deeded by S. N. Adams to Curtis K. Canter and wife, Mary Louise Canter, on November 23, 1950.

On September 27, 1949, S. N. Adams, being then the owner of the lots and blocks in Oak Estates, filed a map of said Oak Estates, which was filed on October 24, 1949, County Clerk's file No. 675,331, and recorded on May 29, 1950, in Vol. 31, page 67, of the Map Records of Harris County, Texas, to which reference is here made for all purposes; and,

On October 25, 1949, the said S. N. Adams placed on record certain covenants, conditions, stipulations, easements and restrictions relating to the lots, blocks, streets and other features of Oak Estates, all as shown in Vol. 1992, page 581 et seq. of the Deed Records of Harris County, Texas, to which reference is here made for all purposes.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **FEB 18 2003**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

DEED RECORDS  
VOL. 238 PAGE 625

*Song Tran*

Deputy

SONG TRAN

THE STATE OF TEXAS  
COUNTY OF HARRIS

675789

WHEREAS, S. N. ADAMS, a resident of Houston, Harris County, Texas, hereinafter called Grantor, is the owner of the following tracts of land in Lots 5 and 6 of the Morse subdivision of the western portion of the A. C. Reynolds Survey, in Harris County, Texas, more particularly described as follows:

Lots numbered One (1) through Twelve (12) both inclusive in Block Two (2); Lots numbered Thirteen (13) through Thirty-six (36) both inclusive in Block Three (3); Lots numbered Thirty-seven (37) through Sixty (60) both inclusive in Block Four (4); Lots numbered Sixty-one (61) through Seventy-two (72) both inclusive and Eighty-six (86) through Ninety-two (92) both inclusive in Block Five (5); Lots numbered Seventy-four (74) through Eighty-four (84) both inclusive in Block One (1); Lot number Eighty-five (85) in Block Nine (9); Lots numbered Ninety-three (93) through One Hundred Two (102) both inclusive in Block Seven (7); Lots numbered One Hundred Three (103) through One Hundred Eight (108) both inclusive in Block Six (6); Lots numbered One Hundred Nine (109) through One Hundred Eighteen in Block Eight (8); all of such lots and blocks being a part of OAK MEADOWS, an addition to the City of Houston, in Harris County, Texas, as shown by map or plat filed in the records of Harris County, Texas, on October 24, 1949 under Harris County Clerk's file number 675611 to which reference is here made.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the above described and enumerated lots (hereinafter jointly and severally referred to as "Restricted Lots") are held, and shall hereafter be conveyed, subject to the 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 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 Grantor reserves the right to designate which street the lot shall face.

The word "Grantor" where used herein shall be construed to include S. N. Adams, his heirs, assigns, executors, administrators, and legal representatives.

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ATTEST: FEB 18 2003  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

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RESTRICTIONS. For the purpose of creating and carrying out a uniform plan for the improvement and sale of said portion of said addition and the Restricted Lots therein contained as a restricted subdivision, the following restrictions upon the use of the Restricted Lots are hereby established and adopted subject to the provisions thereof, and shall be made a part of each and every contract and deed, executed by or on behalf of Grantor 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 Restricted Lots as shown by the plat referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Grantor and all subsequent purchasers of said Restricted Lots and each purchaser by virtue of accepting a contract or deed covering any part of said Restricted Lots shall be subject to and bound by such restrictions, covenants and conditions for the term of this instrument as hereinafter set forth.

(1) During the term of these restrictions and all extensions thereof said restricted lots shall be used for single family residence purposes only and in no event shall they be used other than for single family residence purposes until after January 1, 1980.

(2) These restrictions shall be effective until January 1, 1980, but at any time within five years before January 1, 1980, the then owners of a majority of the square foot area of the lots in this Addition may, by written declaration, signed and acknowledged by them, and recorded in the deed records of Harris County, Texas, extend these restrictions, conditions and covenants (or any others hereafter adopted with reference to this property in accordance herewith) for a period of ten years additional, and then similarly, for successive additional periods of ten years as often and as long as the owners of the majority of the square feet of the property may desire. Such action, when taken, shall be binding upon all of the then owners of the property in said Restricted Lots.

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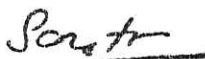
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(3) Only one residence, a detached single family dwelling with garage and servants quarters attached or detached, shall be constructed or permitted on each such restricted lot, homesite, or separate parcel of land.

(4) The term "residence purposes" as herein used shall not be held or construed to include hospitals, boarding houses, duplex houses or apartment houses.

(5) No garage or out building erected on said restricted premises shall be used as a residence or living quarters, except by servant or servants engaged on the premises.

(6) No part of said Restricted Lots shall be conveyed to, owned by, leased to, used or occupied by any person not of the Caucasian race, except that this covenant shall not be construed to prohibit the residence of bona fide servants of other races, when actually employed on the premises.

(7) No livestock, poultry, or swine of any kind shall be kept on said Restricted Lots nor shall any livestock of any kind be staked or pastured on any vacant lot in the addition.

(8) No spiritous, vinous, malt or medicated bitters capable of producing intoxication shall be sold or offered for sale on said Restricted Lots, or any part thereof, nor shall said Restricted Lots or any part thereof be used for illegal or immoral purposes.

(9) No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

(10) No improvements of any character shall be erected, or the erection thereof begun, or changes made in the design thereof after original construction of any lot or homesite in the OAK ESTATES addition, until plans and specifications have been submitted to and approved in writing by Grantor or his nominee. Such approval is to include but not be limited to exterior design, floor area, the type of material to be used, and the colors to be applied to the exterior of the structure.

(11) No building material of any kind or character shall be placed in the streets or between the curb and property line; it

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being distinctly understood and agreed that all building materials to be used in the construction of buildings in said addition shall be placed within the property lines of the premises upon delivery.

(12) Grass and weeds on each lot conveyed in the Restricted Lots must be kept mowed at regular intervals as may be necessary to maintain the same in a neat and attractive manner. Until a home or residence is built on said property, Grantor may at his option have the grass and weeds cut when and as often as in the judgment of Grantor the same is necessary; and the owner of said lot or tract of land shall be held by the acceptance of such deed to be obligated to pay Grantor the costs of such work.

(13) All improvements shall be constructed on each lot in the Restricted Lots so as to front the street upon which such lot faces; and in the event any question hereafter arises as to which street any lot faces, Grantor reserves the right to decide such question. No building shall be constructed nearer than Twenty-five (25) feet to the front lot line.

(14) No residence shall be constructed on any lot or building site in the Restricted Lots which has a total floor area (exclusive of garages and porches) less than the respective floor area indicated opposite such lot number in the following schedule, nor shall any residence be constructed on any lot or building site in the Restricted Lots which has a ground floor area (exclusive of garages and porches) of less than the respective ground floor area indicated opposite such lot number in the following schedule.

(15) Within the Restricted Lots, no residence shall be constructed nearer to any property line or any lot than is indicated for building lines on the recorded plat or as indicated in the following schedule opposite such lot number.

(16) An easement for utility installations and maintenance and ingress and egress of the Grantor is reserved over the rear and/or sides of lots wherever shown on the recorded plat. Attention is called to the fact that the easement along the south side of Lots Sixty-seven (67) through Seventy-two (72) both inclusive, and Lot Eighty-four (84), and along the west side of Lots Ninety-two (92)

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and Lots One Hundred Three (103) through One Hundred Seven (107), both inclusive, are located 5' north and east respectively of such lot lines, and no utilities of any kind shall ever be installed or maintained on any part of such 5' strips except with the express written consent of Grantor. On all such ground easements there is also dedicated for utilities an unobstructed aerial easement 10' wide from a plane 20' above the ground upward located adjacent to all easements described herein.

Lots numbered Eighty-five (85) in Block Nine (9) and One Hundred Fourteen (114), One Hundred Fifteen (115), One Hundred Sixteen (116), One Hundred Seventeen (117), and One Hundred Eighteen (118) in Block Eight (8) are each subject to a twenty (20) foot easement for drainage ditch along their most eastern side, as described in instrument from George D. Johnson et al to Harris County, Texas, recorded in Volume 936, page 376, of the Deed records of said county, to which reference is here made, and which easement is herein again reserved by Grantor.

As shown in the dedication and plat of said GAY SUBDIVISION, Grantor has dedicated to the public all lands within the slopes of any and all gullies, ravines, draws, sloughs or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Harris County and/or any other public agency the right to enter upon said easements at any and all times for the purposes of constructing and/or maintaining drainage work and/or structures. The above described easements are not completely reflected in the following schedule of Floor Areas and Set Back Distances. (See following page)

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Block No.	Lot Number	Total Floor Area	Ground Floor Area	Set Back Distances, No. Ft. From Lot Line								Garage			
				House				Outbuildings							
				N	S	E	W	N	S	E	W				
1	74	1400	800	10	5	25	10	10	3	*	10				
	75 - 83, both inc.	1400	800	5	5	25	10	3	3	*	10				
	84	1400	800	5	10.5	25	10	3	10.5	*	10				
2	1	1750	1000	10	25	10	7.5	10	*	60	3				
	2	1750	1000	10	25	7.5	7.5	10	*	3	3				
	3	1750	1000	10	25	7.5	7.5	10	*	3	3				
3	4, 5, 6, 7, 8, 9, 10, 11	1600	900	10	25	7.5	7.5	10	*	3	3				
	12	1600	900	10	25	7.5	10	10	*	3	10				
	13	1750	1000	25	5	10	7.5	*	5	60	3				
3	14	1750	1000	25	5	7.5	7.5	*	5	3	3				
	15	1750	1000	25	5	7.5	7.5	*	5	3	3				
	16, 17	1650	900	25	5	7.5	7.5	*	5	3	3				
3	18	1650	900	25	5	7.5	7.5	*	5	3	5				
	19	1650	900	25	5	7.5	7.5	*	5	5	3				
	20, 21, 22, 23	1650	900	25	5	7.5	7.5	*	5	3	3				
3	24	1650	900	25	5	7.5	10	*	5	3	10				
	25	1750	1000	5	25	10	7.5	5	*	60	3				
	26, 27	1750	1000	5	25	7.5	7.5	5	*	3	3				
3	28, 29	1650	900	5	25	7.5	7.5	5	*	3	3				
	30	1650	900	5	25	7.5	7.5	5	*	3	5				
	31	1650	900	5	25	7.5	7.5	5	*	5	3				
3	32, 33, 34, 35	1650	900	5	25	7.5	7.5	5	*	3	3				
	36	1650	900	5	25	7.5	10	5	*	3	10				
	37	1750	1000	25	5	10	7.5	*	5	60	3				
4	38	1750	1000	25	5	7.5	7.5	*	5	3	3				
	39	1750	1000	25	5	7.5	7.5	*	5	3	3				
	40, 41	1650	900	25	5	7.5	7.5	*	5	3	3				
4	42	1650	900	25	5	7.5	7.5	*	5	3	5				
	43	1650	900	25	5	7.5	7.5	*	5	5	3				
	44, 45, 46, 47	1650	900	25	5	7.5	7.5	*	5	3	3				
4	48	1650	900	25	5	7.5	10	*	5	3	10				

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Block No.	Lot Number	Total Floor Area	Ground Floor Area	Set Back Distances No. From Front Line								Garage Outbuildings			
				House								N		S	
				F	S	E	W	N	S	E	W	N	S	E	W
4	49	1750	1000	5	25	10	7.5	5	*	60	3				
	50, 51	1750	1000	5	25		7.5	5	*	3	3				
	52, 53	1650	900	5	25		7.5	5	*	5	3				
	54	1630	900	5	25		7.5	5	*	5	5				
4	55	1650	900	5	25		7.5	5	*	5	3				
	56, 57, 58, 59	1650	900	5	25		7.5	5	*	3	3				
	60	1650	900	5	25		7.5	10	5	*	3	10			
	61	1750	1000	25	5	10	7.5	*	5	60	3				
5	62, 63	1750	1000	25	5		7.5	*	5	3	3				
	64, 65	1650	900	25	5		7.5	*	5	3	3				
	66	1650	900	25	5		7.5	*	5	3	5				
	67	1650	900	25	5		7.5	*	5	3	3				
5	68, 69, 70, 71, 72	1650	900	25	10.5		7.5	*	10.5	3	3				
	86	1500	900	5	25	10	7.5	5	*	45	3				
	87, 88, 89, 90, 91	1500	900	5	25		7.5	5	*	3	3				
	92	1500	900	5	25		7.5	10.5	5	*	3	10.5			
6	103	1400	800	10	5	25	10.5	10	3		10.5				
	104, 105, 106	1400	800	5	5	25	10.5	3	3	*	10.5				
7	94, 95, 96	1500	900	25	5	5		*	5	3	3				
	97	1500	900	25	5	5	10	*	5	3	10				
8	93	2250	1250	10	10	20	25	5	10	20	*				

Block No.	Lot Number	Total Floor Area	Ground Floor Area
6	107	1400	800
	108	1250	800
7	95	1500	900
	98	1400	800
8	99, 100, 101, 102	1400	800
	109	1250	800
8	110, 111, 112, 113, 114, 115, 116	1350	800
	117, 118	1400	800

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Block No.	Lot Number	Set Back Distances from Lot Boundary															
		Front				Rear				Left Side				Right Side			
		N	NE	E	SE	S	SW	W	NW	N	NE	E	SE	S	SW	W	NW
6	107	5		25	5	10		10.5		5			3	10		10.5	
	108			25		10	10		6				10	10			3
7	95			25		10		5	5			20			5	3	
	98		5	5		25		5		5	5		*		3		
	99		5	5		25		5		5	3		*		3		
	100		5	5		25		5		5	3		*		5		
	101		5	5		5		25		5	5		3			*	
	102			5		10	25		5		5	60		*			3
8	109			5			10		25		3			10			*
	110, 111			5			10	5	25		3			10	3		*
	112			25		5	10	5	25		*		3	10	3		*
	113	25		5			10		5	*	3			10			3
	114		5	20		10	5		25		3	20		10	3		*
	115				20		5	25		5		20		3	*		3
	116		5		20	5		25		25	3	20	3		*		*
	117		5		20		5		25	3		20	3				*
	118	10			20		5	25		10	20		3		*		

\* No garage, outhouse or other detached building may be built nearer the face of the lot than the back line of the house erected thereon; provided, however, that if any such garage, outhouse or other structure be made a part of the residence or main building constructed on any of the Restricted Lots, such garage, outhouse or other structure shall not be placed nearer than Twenty-five (25) feet from the front property line of the property or face of the lot upon which the same is erected or constructed.

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(17) No residence shall be constructed anywhere in said Restricted Lots unless the outside walls thereof shall be made up of and contain not less than fifty-one per cent (51%) brick, stone or cement and unless the outside front wall thereof shall be made up of and contain not less than sixty-six and two-thirds per cent (66-2/3%) brick, stone or cement.

(18) No fence shall be constructed nearer to any street than is herein permitted for the location of the house.

(19) No garage entrance or driveway shall face or open into Drexel Drive in Blocks Two (2), Three (3), Four (4), and Five (5).

(20) No business or trade shall be carried on upon any tract or lot in the Restricted Lots. No noxious or offensive activity shall be carried on upon any lot in the Restricted Lots nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

(21) The drainage of septic tanks into a road, street, alley or public ditch, either directly or indirectly, is strictly prohibited.

(22) Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarters square feet (18" diameter pipe culvert). Culverts, or bridges, must be used for driveways, and/or walks.

(23) The invalidation of any one or more of these covenants by the act or failure to act of any person or persons or by judgment or other court order shall in no wise affect or render invalid any of the other provisions hereof, and in the event of any such invalidation the other provisions hereof shall remain in full force and effect.

EXECUTED this 25th day of October, 1949, in Houston, Harris County, Texas.

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

*S. N. Adams*  
S. N. Adams GRANTOR

BEFORE ME, the undersigned authority, on this day personally appeared S. N. ADAMS, 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.

Given under my hand and seal of office this the 25th day of October, 1949.

*L. B. White*  
Notary Public in and for  
Harris County, Texas.

Filed for Record *Oct 25 - 1949* at *11:55* o'clock *AM*  
Recorded *Nov 1 - 1949* at *1:06* o'clock *PM*  
W. D. MILLER, County Clerk, Harris County, Texas.

*Margaret Jenkins*

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BEVERLY B. KAUFMAN, County Clerk  
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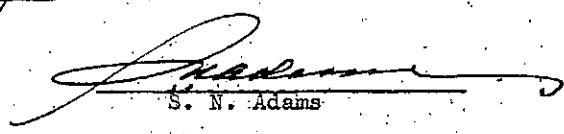
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The tract of land described in the first paragraph hereof as now owned by S. N. Adams is hereby subjected to each and all of the covenants, conditions, stipulations, easements and restrictions set forth in the instrument of October 25, 1949, executed by S. N. Adams, and hereinabove referred to, insofar as the same are reasonably applicable to the S. N. Adams tract of land, and they are hereby imposed thereon.

And in addition to the above covenants, restrictions and conditions, etc., the said land is subjected to the additional covenant and restriction that each building site deeded out of said tract of land shall be not less than Ninety feet (90') in width, shall face on Drexel Drive, and no house erected on such a building site shall have a livable floor space area of less than Two Thousand (2000) square feet.

The restrictions hereby imposed upon the above-described property shall exist against the same for the same length of time, and under the same conditions, as set out in the above-mentioned instrument of October 25, 1949, recorded in Volume 1992, page 581 et seq. of the Deed Records of Harris County, Texas.

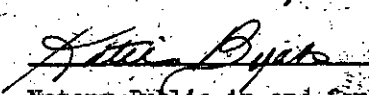
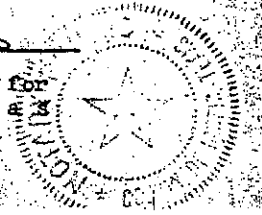
EXECUTED February 7, 1951, in Houston, Harris County, Texas.

  
S. N. Adams

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared S. N. ADAMS, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of February, A. D. 1951.


  
Notary Public in and for  
Harris County, Texas  


Filed for Record Aug 9 1951, at 2:25 o'clock P.M.  
Recorded Sept 24 1951, at 9:02 o'clock A.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas.  
BY Thos. Liebert Deputy

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SONG TRAN Deputy

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OAK ESTATES

Section 2

## Restrictions, Easements, Covenants, and Conditions

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

WHEREAS, S. W. ADAMS, a resident citizen of Houston, Harris County, Texas, hereinafter called the Grantor, is the owner of a tract of land of approximately nine and one-half ( $9\frac{1}{2}$ ) acres out of the Lewis Estate Subdivision of the A. C. Reynolds Survey in Harris County, Texas, which he heretofore purchased from Carson F. Gibson of Houston, Harris County, Texas, who joins in the execution of this instrument as the owner of a Vendor's Lien upon said property which has heretofore been platted as Oak Estates - Section 2, and the streets, alleys, parks, and easements shown on said plat have been dedicated to the public use, all as shown on the map of Oak Estates - Section 2 filed in the records of Harris County, Texas, on the 18th day of December, 1950, under File No. 826582 of the County Clerk of Harris County, Texas, to which reference is here made for all purposes.

By the map above referred to and filed for record in the Map Records of Harris County, Texas, the  $9\frac{1}{2}$  acres out of the Lewis Estate Subdivision of the A. C. Reynolds Survey have been platted as Oak Estates - Section 2, and thereon Block 9 as Lots 1 to 10, both inclusive; Block 10, Lots 11 to 21, both inclusive; Block 11, Lots 22 to 28, both inclusive; and Block 12, Lots 29 to 36, both inclusive.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the above described and numbered lots and blocks hereinafter jointly and severally referred to as "Restricted Lots" are held and shall hereafter be conveyed, subject to the covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

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DEFINITIONS. The word "Street" as used herein shall include any street, drive, boulevard, road, lane, avenue, or place 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 Grantor reserves the right to designate which street the lot shall face.

The word "Grantor" where used herein shall be construed to include S. N. Adams, his heirs, assigns, executors, administrators, and legal representatives.

RESTRICTIONS. For the purpose of creating and carrying out a uniform plan for the improvement and sale of said portion of said addition and the Restricted Lots therein contained as a restricted subdivision, the following restrictions upon the use of the Restricted Lots are hereby established and adopted subject to the provisions thereof, and shall be made a part of each and every contract and deed, executed by or on behalf of Grantor 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 Restricted Lots as shown by the plat referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Grantor and all subsequent purchasers of said Restricted Lots and each purchaser by virtue of accepting a contract or deed covering any part of said Restricted Lots shall be subject to and bound by such restrictions, covenants and conditions for the term of this instrument as hereinafter set forth.

(1). During the term of these restrictions and all extensions thereof said Restricted Lots shall be used for single family resi-

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: FEB 18 2003  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

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denance purposes only and in no event shall they be used other than for single family residence purposes until after January 1, 1980.

(2) These restrictions shall be effective until January 1, 1980, but at any time within five years before January 1, 1980, the then owners of a majority of the square foot area of the lots in this addition may, by written declaration, signed and acknowledged by them, and recorded in the Deed Records of Harris County, Texas, extend these restrictions, conditions, and covenants (or any others hereafter adopted with reference to this property in accordance herewith) for a period of ten years additional, and then similarly for successive additional periods of ten years as often and as long as the owners of the majority of the square feet of the property may desire. Such action, when taken, shall be binding upon all of the then owners of the property in said Restricted Lots.

(3) Only one residence, a detached single family dwelling with garage and servants quarters attached or detached, shall be constructed or permitted on each such restricted lot, homesite, or separate parcel of land.

(4) The term "residence purposes" as herein used shall not be held or construed to include hospitals, boarding houses, duplex houses or apartment houses.

(5) No garage or outbuilding erected on said restricted premises shall be used as a residence or living quarters, except by servant or servants engaged on the premises.

(6) No part of said Restricted Lots shall be conveyed to, owned by, leased to, used or occupied by any person not of the Caucasian race, except that this covenant shall not be construed to prohibit the residence of bona fide servants of other races when actually employed on the premises.

(7) No livestock, poultry, or swine of any kind shall be kept on said Restricted Lots nor shall any livestock of any kind be staked or pastured on any vacant lot in the addition.

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(8) No spiritous, vinous, malt or medicated bitters capable of producing intoxication shall be sold or offered for sale on said Restricted Lots or any part thereof, nor shall said Restricted Lots or any part thereof be used for illegal or immoral purposes.

(9) No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

(10) No improvements of any character shall be erected, or the erection thereof begun, or changes made in the design thereof after original construction of any lot or homesite in the OAK ESTATES addition, until plans and specifications have been submitted to and approved in writing by Grantor or his nominee. Such approval is to include, but not be limited to, exterior design, floor area, the type of material to be used, and the colors to be applied to the exterior of the structure.

(11) No building material of any kind or character shall be placed in the streets or between the curb and property line, it being distinctly understood and agreed that all building materials to be used in the construction of buildings in said addition shall be placed within the property lines of the premises upon delivery.

(12) Grass and weeds on each lot conveyed in the Restricted Lots must be kept mowed at regular intervals as may be necessary to maintain the same in a neat and attractive manner. Until a home or residence is built on said property Grantor may at his option have the grass and weeds cut when and as often as in the judgment of Grantor the same is necessary, and the owner of said lot or tract of land shall be held by the acceptance of such deed to be obligated to pay Grantor the costs of such work.

(13) All improvements shall be constructed on each lot in the Restricted Lots so as to front the street upon which such lot faces, and in the event any question hereafter arises as to which street any lot faces, Grantor reserves the right to decide such question. No building shall be constructed nearer than twenty-five feet (25') to the front lot line.

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(14) No residence shall be constructed on any lot or building site in the Restricted Lots which has a total floor area (exclusive of garages and porches) less than the respective floor area indicated opposite such lot number in the following schedule.

(15) Within the Restricted Lots, no residence shall be constructed nearer to any property line or any lot than is indicated for building lines on the recorded plat or as indicated in the following schedule opposite such lot number.

(16) An easement for utility installations and maintenance and ingress and egress of the Grantor and his nominees is reserved over the rear and/or sides of lots wherever shown on the recorded plat. No utilities of any kind shall ever be installed or maintained on any part of such strips except with the express written consent of Grantor. On all such ground easements there is also dedicated for utilities an unobstructed aerial easement 10' wide from a plane 20' above the ground upward located adjacent to all easements described herein.

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SCHEDULE

Block No.	Lot Number	Total Floor Area	Set Back Distances No. Ft. From Lot Line							
			House				Garage Outbuildings			
			N	S	E	W	N	S	E	W
9	1 to 10 incl.	1250 sq. ft.	3'	3'	25'	10'	3'	3'	*	10'
10	11	1400 " "	25'	5'	5'	10'	*	5'	5'	10'
10	21	1400 " "	10'	5'	5'	25'	10'	5'	5'	*
10	12 to 16 incl.	1400 " "	25'	5'	5'	5'	*	5'	5'	5'
10	17 to 20 incl.	1400 " "	5'	5'	5'	25'	5'	5'	5'	*
11	22 to 27 incl.	1400 " "	5'	25'	5'	5'	5'	*	5'	5'
11	28	1400 " "	5'	25'	5'	10'	5'	*	5'	10'
12	29	1400 " "	25'	5'	5'	10'	*	5'	5'	10'
12	30 and 31	1400 " "	25'	5'	5'	5'	*	5'	5'	5'
12	32	1400 " "	25'	5'	10'	5'	*	5'	10'	5'
12	33	1400 " "	5'	25'	10'	5'	5'	*	10'	5'
12	34 and 35	1400 " "	5'	25'	5'	5'	5'	*	5'	5'
12	36	1400 " "	5'	25'	5'	10'	5'	*	5'	10'

\* No garage, outhouse or other detached building may be built nearer the face of the lot than the back line of the house erected thereon; provided, however, that if any such garage, outhouse or other structure be made a part of the residence or main building constructed on any of the Restricted Lots, such garage, outhouse or other structure shall not be placed nearer than twenty-five feet (25') from the front property line of the property or face of the lot upon which the same is erected or constructed.

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(17) No residence shall be constructed anywhere in said Restricted Lots unless the outside walls thereof shall be made up of and contain not less than fifty-one per cent (51%) brick, stone or cement and unless the outside front wall thereof shall be made up of and contain not less than sixty-six and two-thirds per cent (66-2/3%) brick, stone or cement.

(18) No fence shall be constructed nearer to any street than is herein permitted for the location of the house.

(19) No business or trade shall be carried on upon any tract or lot in the Restricted Lots. No noxious or offensive activity shall be carried on upon any lot in the Restricted Lots nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

(20) The drainage of septic tanks into a road, street, alley or public ditch, either directly or indirectly, is strictly prohibited.

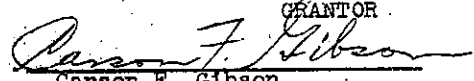
(21) Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three-quarters square feet (18" diameter pipe culvert). Culverts, or bridges, must be used for driveways and/or walks.

(22) The invalidation of any one or more of these covenants by the act or failure to act of any person or persons or by judgment or other court order shall in no wise affect, or render invalid any of the other provisions hereof, and in the event of any such invalidation the other provisions hereof shall remain in full force and effect.

EXECUTED this 8th day of January, 1951, in Houston,  
Harris County, Texas.

  
S. N. Adams

GRANTOR

  
Carson F. Gibson

LIENHOLDER

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Harris County, Texas

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THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared S. N. ADAMS, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of February, 1951.

Notary Public  
Notary Public in and for  
Harris County, T e x a s.

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared CARSON F. GIBSON, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of February, 1951.

Notary Public  
Notary Public in and for  
Harris County, T e x a s.

Filed for Record Mar 28 1951, at 10:05 o'clock A.M.  
Recorded Apr 17 1951, at 8:46 o'clock A.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas.  
BY Deputy Deputy

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