

The following deed restrictions have been retyped from copies obtained from Harris County records and the archives of the Houston Public Library Oak Forest branch. They have been re-typed for legibility's sake only. They should not be used in any legal matter as they are working papers.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

That Parkstone Building Company, a Texas Corporation, the owner of lots platted as Shepherd Forest, Section 3, located in the W.P. Morton Survey, Harris County, Texas, does hereby dedicate to public use as such the streets, alleys, and easements shown on the plat of said subdivision, recorded in Vol. _____, Page _____ of the Map Records of Harris County, Texas forever, and does hereby covenant and declare that all lots in said subdivision shall be subject to the following restrictions, covenants, and conditions, and that each of said lots in said addition shall be conveyed by the said Parkstone Building Company, shall be subject thereto.

And Parkstone Building Company, agrees that any purchaser by, through, and under it shall hold title to the lots conveyed subject to said restrictions, covenants, conditions and easements herein referred to, which shall continue and remain in effect until January 1, 1987, and for an extended time, if extended, as is hereinafter provided for, such easements, restrictions, covenants and conditions being hereby established and fixed against said property for the purpose of establishing and creating a uniform plan of development for said property.

And the Oak Parkstone Building Company, agrees that the restrictions, easements, covenants and conditions which shall affect the use of said property are as follows:

- (1) No structure shall be erected, altered, placed or permitted to remain on any lot or other building plot other than one detached single family dwelling and a private garage for not more than two cars and other out-buildings incidental to residential use other than as specifically set forth herein.
- (2) No building shall be erected, altered or placed on any lot or building plot in this subdivision until the building plans, specifications and plot plan showing the location of each building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a majority of a committee composed of Lawrence O'Donnell, Thomas M. O'Donnell and Eugene D. O'Donnell.
In the event of death or resignation of any member of

said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on or after January 1, 1967. Thereafter the approval described in the covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously executed by said committee.

- (3) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five feet to the front line or nearer than ten feet to any side street line. No building shall be located nearer than five feet to an interior lot line except that a detached garage or other detached out-building shall be located 65 feet or more from the front lot line and shall not be located nearer than three feet to an interior lot line. For the purpose of this covenant, eaves, steps or open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- (4) No lot shall be re-subdivided into nor shall any dwelling be erected or placed on any lot having a width of less than sixty-one feet at the minimum building set-back line and an area of less than 6600 square feet.
- (5) No noxious or offensive activities shall be carried on upon any lot or street nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall anyone owning property in this addition keep any livestock or fowl of any kind thereon.
- (6) No trailer, basement, tent, shack, garage, barn or out-building in this tract shall be at any time used as a residence temporarily or permanently, nor shall any structures of a temporary character be used as a residence, nor shall any residence be moved onto a

- building plot in the addition without the written consent of a planning committee hereinabove referred to.
- (7) The ground floor area of the main structure of any residential building shall be not less than 850 square feet, exclusive of open porches and garages.
 - (8) Easements affecting all lots in this tract are reserved as shown on the recorded plan for utility installation and maintenance and in addition to the easements designated on said plat there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat.
 - (9) No fence, wall, hedge nor any pergola or any other detached structure for ornamental puposes shall be erected, grown or maintained on any part of any lot, fowards of the front building line of said lot, without the written consent of the architectural committee.
 - (10) No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the constrction and sales period.
 - (11) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
 - (12) No oil, drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon on in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
 - (13) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
 - (14) No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line or any part or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

The above mentioned restrictions, covenants, conditions, and easements shall run with the land and shall be binding on all parties and on all persons claiming by, through, or under Parkstone Building Company, in said subdivision until January 1, 1987 at which time they shall automatically be extended for successive periods of ten (10) years

unless an instrument signed by a majority of the then lot owners has been recorded agreeing to change said restrictions in whole or in part.

If any of the aforesaid restrictions, covenants, conditions, and easements are violated, it shall be lawful for the said Parkstone Building Company, and its heirs, successors and assigns, or any other person or persons then owning real estate in said subdivision to enforce the performance of said restrictions and to enjoin the violated or attempted violation of the same, or any such party or persons owning equity against any such person or persons as violating or attempting to violate the same, and in addition thereto shall be entitled to injunctive relief, and shall also be entitled to any damages or other dues for violations of these restrictions. Invalidation of any one of the restrictions, covenants, conditions or easements by judgement or court Orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

Herbert E. _____ join herein for the reasons that they are the owners and holders of certain liens upon and covering said property, and for the purpose of ratifying, confirming and adopting said restrictions.

IN TESTIMONY WHEREOF, the parties hereto have executed and have caused these presents to be executed.

Dated this the 1st day of December, A.D. 1955.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

THAT WHEREAS, on December 1, 1955, by instrument which is filed for record in the Deed Records of Harris County, Texas, under county clerk's file No. 1530268, Parkstone Building Company, a Texas corporation, did impose certain restrictions, covenants, conditions, and easements, as therein at length set forth, affecting a subdivision known as Shepherd Forest, Section 3, a map or plat of which has been filed for record in the Map Records of Harris County, Texas, under county clerk's file No. 1517926, which restrictions, covenants, conditions, and easements remain in full binding force and affect as to each and every lot within said subdivision; and

WHEREAS, Parkstone Building Company is still the sole owner of all of the lots in said Shepherd Forest, Section 3; and

WHEREAS, in no instance has construction commenced upon lots in said subdivision; and

WHEREAS, it is the desire of the owners of said subdivision, Parkstone Building Company, to amend said restrictions so that the ground floor area as provided in said restrictions shall be one thousand (1000) square feet instead of eight hundred and fifty (850) square feet as therein set forth.

NOW, THEREFORE, Parkstone Building Company, a Texas corporation, the owner of lots platted as Shepherd Forest, Section 3, does hereby amend the restrictive easements affecting the said subdivision dated December 1, 1955, which are filed for records under county clerk's file No. 1530628, insofar as Section seven (7) in said restrictive covenants is concerned, so that Section (7) shall hence forth read as follows:

"(7) The ground floor area of the main structure of any residential building shall be not less than 1000 square feet, exclusive of open porches and garages."

Except as hereinabove specifically amended, said restrictions, covenants, conditions, and easements, dated December 1, 1955, which are filed for record in the Harris County Deed Records under county clerk's file No. 1530268, are hereby adopted, ratified, and confirmed in all their terms and provisions, and said Parkstone Building Company, does hereby agree and declare that such restrictions, covenants, conditions, and easements as hereby amended are binding upon it, its successors and assigns.

(The last paragraph is illegible...it is dated the 2_{th} day of January, 1956.)