

SECTION 1

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RESTRICTIONS, COVENANTS AND CONDITIONS

C616905

OF NORTH FOREST SECTION NO. 1

DEED RECORDS

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THE STATE OF TEXAS }

COUNTY OF HARRIS }

WHEREAS, NORTH FOREST DEVELOPMENT CO., a Texas corporation whose President is GLENN W. LOGGINS, and whose secretary is PATRICIA L. JACKSON, both of Harris County, Texas, is the owner of that certain 49.22 acres of land out of the C. Walters and M. Tarin Surveys in Harris County, Texas, which land it has subdivided and platted into an addition known and designated as NORTH FOREST SECTION 1 as shown by, and according to, the map or plat of said addition which was duly signed and recorded in Map Records, Office of the County Clerk of Harris County, Texas on the 8th day of November, 1967, under said Clerk's File No. , Volume 150, Page 11, reference to which map or plat and the filing record thereof being hereby made for all purposes; said map covering the following described property, to-wit:

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Lots One (1) through Ten (10), both inclusive, Block One (1); Lots One (1) through Fourteen (14), both inclusive, Block Two (2); Lots One (1) through Thirty-Four (34), both inclusive, Block Three (3); Lots One (1) through Thirty-Eight (38), both inclusive, Block Four (4); Lots One (1) through Thirty-Three (33), both inclusive, Block Five (5); Lots One (1) through Thirteen (13), both inclusive, Block Six (6); Lots One (1) through Thirteen (13), both inclusive, Block Seven (7); Lots One (1) through Twelve (12), both inclusive, Block Eight (8); Lots One (1) through Three (3), both inclusive, Block Nine (9); Lots One (1) through Five (5), both inclusive, Block Ten (10) and Reserves "A" and "B", all in NORTH FOREST SECTION ONE (1).

WHEREAS said NORTH FOREST DEVELOPMENT CO. desires to create and adopt a general and uniform plan or scheme of restrictions, covenants and conditions to govern the use, development, improvement and sale of lots in said NORTH FOREST SECTION 1 for the benefit and protection of both the present and future owners of lots and designed to make said addition more attractive for residential purposes:

NOW THEREFORE for the purpose aforesaid, said NORTH FOREST DEVELOPMENT CO., joined herein by AMERICAN BANK & TRUST CO. and HEIGHTS SAVINGS ASSOCIATION, lienholders, does hereby place and impose the following restrictions, covenants, and conditions upon and against all of the lots in said NORTH FOREST SECTION 1,

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:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

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Deputy

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which shall constitute covenants running with the title of the land and shall inure to the benefit of present and future owners of all lots or tracts of land in this addition.

A. RESIDENTIAL CHARACTER AND USE OF LOTS.

1. Each and every lot in NORTH FOREST SECTION 1 shall be known, described and used only as a residential lot. Reserves "A" and "B" shall be classified as unrestricted but may be used for either residential, commercial or recreational purposes, providing their use is specifically approved by NORTH FOREST DEVELOPMENT CO.

2. No trade, business or profession and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

3. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon 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.

4. The term "residence purposes" as used herein shall be held and construed to exclude use for hospitals, duplex houses, apartment houses, hotels, motels, tourist courts, rooming houses, garage apartments (except garage apartments used as servants quarters), and all other kinds or types of housing accommodations, other than a detached, single-family dwelling house and the appurtenances thereto as hereinbelow permitted, and shall also be held and construed to exclude all business, commercial, trade or professional uses.

B. BUILDING RESTRICTIONS.

1. DWELLING SIZE - LOCATION ON LOT

a. Only one (1) residence house, which shall be a detached, single-family residence house, either of one-story, one and one-half story, or two-story construction, shall be built or permitted on each lot (no residence shall exceed two stories in height), and such house may have an attached or detached garage for not more than two (2) cars. Both attached and detached garages must be enclosed with permanent walls and their fronts enclosed with standard type over-head doors customarily used in the building industry. Additional door openings to the front, rear or side of the garage may be permitted. Open carports with flat roofs are specifically prohibited. Servant's type quarters may be built over said detached garage but may be occupied only by an integral part of the family occupying

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the main residence on the building site or by servants employed on the premises.

b. The ground floor area, exclusive of open porches and garages, of all one-story residence houses to be built shall not be less than 1200 square feet of living area.

c. The ground floor area, exclusive of open porches and garages, of all one and one-half and two story residence houses shall not be less than 900 square feet of living area and the upper floor area must have at least 500 square feet.

d. All residence houses to be built shall face the street on which the lots front. A corner lot shall be deemed to front on the street on which it has the smaller dimension, but exceptions to this requirement in regard to corner lots may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable.

e. In addition to the main residence house, out-buildings for the use and enjoyment of the property may be built on the lots, but not more than one (1) out-building in addition to a garage may be built or placed on any lot, and no out-building of any type shall be used or occupied as living quarters, except by domestic servants engaged on the premises or an integral part of the family. No garage or other out-building shall be built or placed on any lot unless the same is done at the same time or after the construction of the main residence house.

f. No building, fence, wall or other structure shall be placed or built on any lot nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat of this addition above referred to. If front wall of residence is set back more than twenty-five (25) feet from the front lot line, then fences shall not be extended, placed or built past the front wall of residence, and in no event shall fence be extended, placed or built on any lot nearer than twenty-five (25) feet to the front lot line.

g. No structure (fences and garden walls excepted) shall be placed or built on any lot nearer than five (5) feet to any interior side lot line, except that on corner lots the structure shall not be nearer the lot line or the street side than ten (10) feet as shown on the map or plat hereof of record. The

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Committee may permit "detached garages" to be located within three (3) feet of any inside lot line if situated at the rear of the main residence building. The term "detached garage" shall mean a separate building having no common wall with the main residence building.

h. No structure of a temporary character, trailer, trailer house, basement, tent, shed, barn or garage shall be used on any lot at any time as a residence or living quarters, either temporary or permanently, but servants engaged on the premises may occupy servant's quarters built upon or onto any garage or other out-building.

i. All residence houses and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve the attractiveness thereof.

j. No building or other structure, except when incidental to construction, shall be moved onto any lot without written permission of the Committee hereinafter named, it being the intention that only new construction shall be placed and erected thereon.

k. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. In no event shall a permanent structure be located over or on a dedicated easement. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

l. Lots One (1) through Five (5) all in Block Ten (10) shall be deemed to front on streets which they face. Temporary access to said lots from HAVER ROAD is hereby granted but at such time as streets to the front of these lots are completed; said temporary access shall be discontinued.

2. TYPE OF CONSTRUCTION - MATERIALS - LANDSCAPING

a. The exterior finish or construction of all residence houses shall be at least fifty-one (51%) percent brick, brick veneer, stone, stone veneer or other masonry type construction, and in computing such percentage, roof area shall be excluded, but attached garages, porches and other structures constituting part of the building proper shall be included. Detached garages may have wood or metal siding of a type and design approved by the Committee. Exceptions to the

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requirement of fifty-one (51%) percent masonry may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable.

b. No non-rigid type of asphalt or composition shingles may be used on dwelling roofs but "built-up" type of roofs with rock coated finish shall be permitted.

c. Sidewalks shall be constructed on all lots at the owner's and/or builders expense at the same time the residence is constructed or prior to completion of the residence. The plot plan showing location of residence on the lot shall also show location of sidewalk and/or walkways; otherwise the committee hereinafter named is not authorized to approve the plans and specifications for the residence to be constructed. Sidewalks shall be of concrete construction and size and location with respect to property lines shall be in accordance with specifications presented by said Committee hereinafter named. Sidewalks shall be constructed as aforesaid along and parallel to the street on which the lot fronts, for the full width of said lot and on corner lots a sidewalk shall be constructed along and parallel to both the side street and the street on which the lot fronts for the full length of the side and front lines. Sidewalks shall be completed before the main residence is occupied.

d. Walkways and driveways must be concrete, brick or masonry construction; shell, iron ore or similar composition not being permitted. Driveways must be extended to and joined with the surface of the roadway on which residence faces, or to the side street on a corner lot, and constructed in a workmanlike manner. Where roadway surface or curb is disturbed, broken or torn out, it must be replaced and/or rebuilt at owners and/or builders expense. Walkways need not be built or extended to the street on which the lot fronts or to the side street as the case may be, but may tie to the driveway. Walkways and driveways shall be completed before the main residence is occupied.

e. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of NORTH FOREST SECTION 1.

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f. Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

g. No landscaping shall be done in the front of any dwelling in NORTH FOREST SECTION 1, until the landscape layout and plans shall have first been approved by the Committee. Each dwelling shall have a tree of the size and type specified by the Committee, such tree to be planted in the parkway area on the front of the lot at the time the dwelling is being completed and before occupancy, except that where lot has native trees, the Committee may waive this requirement.

3. MINIMUM LOT SIZE

a. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6,050 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision increases the minimum lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

b. Lots or fractions of lots may be combined in the manner hereinbelow stated so as to create a single residential lot or homesite and the whole area resulting from any such combination shall be treated as a single residential lot, as if originally platted as such on said map or plat of this addition, and in such cases the side lot lines between the lots or fractions of lots combined shall not be deemed to be side lot lines for building set-back purposes; such combinations being permissible only as follows:

- (1) Any whole lot may be combined with any number of adjoining or contiguous whole lots.
- (2) Any whole lot or any homesite created by combination of whole lots, as above permitted, may be combined with a fraction of either or both of the lots adjoining the same.
- (3) No residential lot or homesite may be created by combining only a fraction of one lot with a fraction of another lot, but all combinations using a fraction of any lot or lots shall include one whole lot as shown by said plat.

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C. MISCELLANEOUS RESTRICTIONS.

1. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats, birds and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and further provided that they are not kept in such numbers as to be or become an annoyance or nuisance to the neighborhood.

2. No lot shall be used or maintained as a dumping ground for rubbish, debris or waste matter. Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. All incinerators or other equipment for the storage or disposal of such matter shall be kept in a clean and sanitary condition.

3. No boat, boat trailer, boat rigging, truck or trailer of any kind shall be stored or parked (except temporarily) nearer to the street than the building set-back lines as shown on said recorded plat.

4. No lot shall be used for the storage of commercial products, liquid, solid or otherwise, not necessary or convenient for the use and enjoyment of the property for residential purposes.

5. Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

6. No signs, billboards, posters, or advertising devices of any kind or character shall be erected, placed or maintained on any lot, except one sign of not more than ten square feet advertising the property for sale or rent and also excepting signs used by a builder to advertise the property during the construction and sales period. NORTH FOREST DEVELOPMENT CO. reserves the right for itself, its successors and assigns to build, place and maintain signs, billboards and advertising devices to advertise the addition generally as well as to advertise particular lots.

7. Notwithstanding any restrictions any place herein contained, said NORTH FOREST DEVELOPMENT CO., its sales agents, successors and assigns shall have and reserve the right to place, build or maintain a sales office on any lot in said addition during the period when lots are being sold and/or houses are being built or offered for sale in said addition.

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8. The owners and/or occupants of all lots in this addition shall at all times keep the grass and weeds thereon cut to promote sanitation, health and appearance. If the owner of any vacant lot shall fail to comply with the foregoing requirement, then after five (5) days written notice, said NORTH FOREST DEVELOPMENT CO., its successors or assigns, or the Committee hereinafter named, may cause such grass or weeds to be cut and in such case, said owner shall immediately pay the amounts expended for such work to the person doing or causing the same to be done. The foregoing shall be in addition to all other rights and/or remedies to enforce compliance herewith.

9. The words, "house", "residence", "building" or "structure" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

10. No soil shall be removed from any lot nor shall any trees thereon be cut or felled except as required for landscaping or construction work thereon, but dead or unsightly trees may be removed.

D. ARCHITECTURAL CONTROL.

1. No building, fence, wall or other structure shall be built, placed or altered on any residential lot until the construction plans and specifications and a plot plan showing the location thereof have been approved by the Committee hereinafter named as to compliance with these restrictions generally and, without limitation, as to type and size of structure, quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography, finish grade elevation and building set-back lines. In the event said Committee shall fail to approve or disapprove said plans, specifications and plot plan within thirty (30) days after the same have been submitted to it, or in the event said Committee shall cease to function or exist and no other committee, body or organization has taken over its duties and functions, or in the event no member of such committee may be found in Harris County, Texas, after diligent search has been made for at least thirty (30) days, then upon the filing of an affidavit in the office of the County Clerk of Harris County, Texas, by the person seeking to build, which shall state the facts as to the occurrence, happening or

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BEVERLY B. KAUFMAN, County Clerk
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existence of any such event, the approval herein required by such Committee shall no longer be required and the person seeking to build, may build without such approval, but the restrictions, covenants and conditions contained in this instrument shall otherwise be complied with and observed.

E. NORTH FOREST COMMITTEE.

1. There is hereby established and created a committee to be known as NORTH FOREST COMMITTEE which is the committee hereinabove referred to, and which committee shall consist of three regular members, which members shall serve for a term of ten (10) years, and thereafter until their successors are elected. This committee shall be composed of GLENN W. LOGGINS, E. G. McMILLAN, and WM. S. CRAWFORD, JR., but the functions of the committee may be carried out by a representative designated by a majority of the members of said committee. 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 of residences to be built in the addition, or may appoint a new member to fill the vacancy for his remaining term, or may designate a representative with like authority.

2. Two members of the committee are entitled to act at any meeting which shall constitute a quorum, and a quorum shall be required at every meeting unless a majority of the members of said committee have previously designated a representative to act for and in their stead.

3. A member may resign from said committee at any time by merely giving said committee notice of his resignation in writing. The unexpired term of the member who has died or resigned shall be filled by the remaining members as aforesaid.

4. No member of the committee shall receive any pay, compensation, or remuneration for his services.

5. Said committee shall have the right to adopt rules for the conduct of its business.

6. After ten (10) years from date hereof, the owners of lots then being served by this committee shall have the right by majority vote to elect all members of this committee for a term to be determined by a majority of the lot owners.

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Deputy

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7. At any time after ten (10) years from date hereof the owners of lots then being served by this committee may by majority vote, elect to transfer all of the rights, powers, duties, purposes and functions of this committee to a non-profit organization, a civic club, a property owners association or similar organization, if then in existence, and upon any such transfer this committee shall cease to exist and said civic club or similar organization or association shall succeed to all of the rights, powers, duties, purposes and functions of this committee.

8. At any and all elections each property owner shall be entitled to one vote for every residential lot owned by him, except that if more than one lot is being used as a single homestead then such lots shall be deemed as only one lot.

9. The term "majority vote" as used herein shall mean a majority of votes cast at any election.

10. In the event an additional section or sections of NORTH FOREST ADDITION shall be platted and established out of adjoining, adjacent or contiguous lands, then if so provided in connection with any such future sections, the committee hereinabove created may also act for and serve any such additional section or sections, just as if this committee were originally created to act for and serve all sections of NORTH FOREST ADDITION.

11. Specifically, but not by way of limitation, NORTH FOREST COMMITTEE shall have the following rights, duties, privileges, functions and purposes, to-wit:

- (1). The rights to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions.
- (2). The right to make exceptions in regard to the requirements of these restrictions in those particular instances where these restrictions specifically authorize this committee to do so.
- (3). The right, but not the obligation, to enforce these restrictions and/or to prevent violations thereof.
- (4). To act as custodian and administrator of the Maintenance Fund created by this instrument, and the right to enforce collection of, collect, hold and expend any and all moneys paid or to be

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Harris County, Texas

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paid into said Maintenance Fund to carry out the purposes thereof.

(5). Such other rights, duties, privileges or powers given to this committee by this instrument.

F. MAINTENANCE FUND.

1. All of the residential lots in NORTH FOREST ADDITION, SECTION 1 are hereby subjected to an annual maintenance charge not to exceed Five (\$5.00) dollars per month or Sixty (\$60.00) dollars per annum, for the purpose of creating a fund to be known as NORTH FOREST ADDITION, SECTION 1 Maintenance Fund, to be paid by each and every residential lot owner annually in advance, on the first day of January of each year, beginning January 1, 1969. This charge shall not become effective for the year 1968 until June 1. The foregoing charge shall not apply to NORTH FOREST DEVELOPMENT CO., its successors or assigns, and while owned by said corporation no lot shall be subject to such charge.

2. Said maintenance charge hereby imposed shall be secured by a vendor's Lien which is hereby expressly created and retained upon each and every lot in said addition which is subject to these restrictions and shall be paid by each and every lot owner annually as above stated to NORTH FOREST COMMITTEE, the custodian and administrator of such maintenance fund, and said vendor's lien is hereby transferred and assigned to NORTH FOREST COMMITTEE, such charges being payable to said committee in Harris County, Texas, at such address as it may at any time and from time to time designate.

3. Said NORTH FOREST COMMITTEE shall have authority to adjust said maintenance charge from year to year as it may deem proper, but in no event shall such charge be more than Sixty (\$60.00) dollars per lot per annum.

4. All funds collected from said charge shall be applied so far as is sufficient toward the payment of construction costs or maintenance expenses for any and or all of the following purposes: safety and/or health projects; beautification and/or other aesthetic purposes; lighting, improving and maintaining the streets, parks, parkways, rights-of-way, easements, esplanades and other public areas; collecting and disposing of garbage, trash, rubbish and the like; employing policemen and/or watchmen; payment of all reasonable and necessary expense in the

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ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. LIEN
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administration and collection of the maintenance charge; caring for vacant lots; providing and maintaining club house facilities and other recreational facilities on such recreational areas as may be created and doing any other thing which said NORTH FOREST COMMITTEE may consider to be of general benefit or useful to the owners and/or occupants of lots in this addition; it being understood that the judgment of said committee when exercised in good faith in the expenditure of said funds shall be final and conclusive.

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5. In the event other sections of NORTH FOREST ADDITION are platted and developed and a like maintenance charge for similar purposes is placed and imposed on the lots therein, and in the event acreage tracts or any part thereof adjoining or contiguous to any section of NORTH FOREST ADDITION shall be sold for residential use and a like maintenance charge for similar purposes is imposed upon such tracts, then the maintenance charge collected from the several sections of NORTH FOREST ADDITION as well as from said acreage tracts, or parts thereof, may be pooled, merged and combined by said NORTH FOREST COMMITTEE into a single maintenance fund, and this fund in turn may be merged with similar funds as established in later sections of NORTH FOREST ADDITION, providing charges against all lots, irrespective of section location, must be on a uniform basis. The funds are to be expended by said NORTH FOREST COMMITTEE for the general common good and benefit of all areas paying into such maintenance fund in accordance with the purposes thereof.

6. Such maintenance charge and liens securing the same shall remain in effect and shall be collectable for the full term of these covenants, which are to be effective for a period of forty (40) years from the date they are filed of record, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten-year term the then owners of the majority of the square foot area of the lots or property subject to such charge, elect to discontinue such charge, which election shall be evidenced by a written instrument signed and acknowledged by such majority owners and filed for record in the office of the County Clerk of Harris County, Texas.

7. NORTH FOREST COMMITTEE shall have the right, but shall never be obligated, to render inferior and subordinate the aforesaid vendor's lien securing said maintenance charge as to any lot or lots subject to such charge, to other liens

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Deputy

which the owner or purchaser of any such lot may desire to place thereon to finance construction or improvements on or the purchase of any such lot or lots.

8. Each and every deed to any lot or lots covered by said maintenance charge shall be subject to all the foregoing provisions whether expressly contained in such deeds or not.

G. RECREATIONAL AREAS.

1. NORTH FOREST DEVELOPMENT CO. hereby reserves unto itself the right, but does not have the obligation, to dedicate by appropriate instrument, portions of either Reserves "A" and/or "B" as a recreational area for the exclusive and common use and enjoyment of persons owning or occupying any lot in NORTH FOREST SECTION 1, or future sections as may be developed as a part of NORTH FOREST ADDITION, and all persons herein below mentioned are given the right and privilege to use said recreational areas as may be dedicated in NORTH FOREST SECTION 1 or future sections, which uses shall include, but not be limited to, outdoor sports, picnic grounds, or other civic or recreational uses and such areas may be improved with buildings or other structures or facilities for such recreational activities providing such uses are in accordance with existing laws or regulations affecting NORTH FOREST ADDITION. The public generally shall be excluded from such area and no dedication thereof or any part thereof to the public use shall be made or intended and such areas if and when dedicated, shall be for the common use and benefit to the following persons only, to-wit:

- (1). All persons owning or occupying or to own or occupy any lot in NORTH FOREST SECTION 1.
- (2). All persons owning or occupying or to own or occupy any residential lot in any and all future or additional sections of NORTH FOREST ADDITION which may be hereafter platted, established or subdivided out of any lands adjoining, adjacent contiguous to, or in the vicinity of NORTH FOREST SECTION 1, which lands are owned or to be acquired by NORTH FOREST DEVELOPMENT CO., its successors or assigns.
- (3). The guests of all persons named in the preceding two subparagraphs.
- (4). All persons who are not owners and/or occupants of lots in NORTH FOREST ADDITION who are given specific and express permission to go upon said recreational areas by NORTH FOREST DEVELOPMENT CO., its successors or assigns.

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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: **JAN 18 2005**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien

CUC T. LIEN

Deputy

DEED RECORDS
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085-28-1334

2. NORTH FOREST DEVELOPMENT CO., its successors or assigns shall never be liable for the payment of any taxes or assessments made or levied upon or against said Recreational Areas as may be dedicated, by any taxing authority; nor shall it be liable for the costs, charges, and expenses for building, placing or repairing of improvements, equipment or facilities of said Recreational Areas and/or for the upkeep or maintenance of said areas, but such costs or fractions of such costs may be paid out of the Maintenance Fund hereinabove provided for, but the Committee hereinabove named shall have full authority to make any such payments from said Maintenance Fund and the decision of said Committee shall be absolute as to payments made.

II. WATER - SEWAGE DISPOSAL - UTILITIES.

1. No water well or cistern (either above or below ground) shall be drilled, dug, placed or erected in, under or on any residential lot. All water to be used and/or consumed for any purposes whatsoever in connection with each and every lot or the use or occupancy thereof shall be purchased and obtained from a water supply and/or service system or systems to be owned and/or operated by NORTH FOREST MUNICIPAL UTILITY DISTRICT, its successors or assigns, and each and every owner and/or occupant of a lot, lots or homesite in this addition, and all persons claiming by, through or under them, shall contract with said NORTH FOREST MUNICIPAL UTILITY DISTRICT, its successors or assigns for water supply and/or service, and shall pay the established rates or charges therefor, as well as all such fees, charges or deposits as may be required for water meters or tapping or connection to water mains.

2. The undersigned reserve unto themselves, their heirs, successors and assigns, as well as unto NORTH FOREST MUNICIPAL UTILITY DISTRICT, HOUSTON LIGHTING & POWER COMPANY, HOUSTON NATURAL GAS CORP., AND SOUTHWESTERN BELL TELEPHONE COMPANY, their successors and assigns, the right at all times to use any and all areas shown on the said recorded map or plat of NORTH FOREST ADDITION SECTION 1 as a utility easement or other area dedicated to the public use, for the purpose of laying, placing, installing, maintaining, repairing, replacing or construction of all kinds and types of power lines, telephone lines, gas lines, water and sewer lines, mains,

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ATTEST: **JAN 18 2005**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. LIEN
CUC T. LIEN

Deputy

FILED
JAN 18 2005
CLERK
HARRIS COUNTY
TEXAS

085-28-1335

or pipes as well as other equipment necessary or incidental to the operation and maintenance of utilities, water and sewer service and/or supply system and collection system and its appurtenances, to service, furnish or supply this addition and any and all adjoining or contiguous property with water and to collect and dispose of sewage from such properties. The right but not the obligation is herein reserved by the parties aforesaid to inspect the connection or tap made to water and sewer lines, mains or pipes and have the right to accept or refuse to approve such connection if improperly made.

3. No outside privies or toilets shall be permitted in this addition. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a central sewage disposal system and/or sewage collection system, owned and/or operated by the NORTH FOREST MUNICIPAL UTILITY DISTRICT, its successors or assigns at the expense of the person building on the lot, and all lot owners and/or occupants shall immediately contract with said NORTH FOREST MUNICIPAL UTILITY DISTRICT for such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expense as may be requested for tapping or connection to the sewage system's collection lines. An exception to the covenants contained herein under Section H is hereby made on a temporary basis to the owners, occupants and/or builders on Lots One (1) through Five (5), Block Ten (10) and they shall be permitted to erect, construct or place in or upon said lots septic tanks, field lines and appurtenances for the temporary disposal of sewage and may subscribe for water service from such sources as ^{presently} are/available but at such time as central sewage system and water service is available, they shall immediately discontinue the use of said septic system and disconnect from said water service and connect to said utility district's sewage connection and water lines.

4. The drainage of sewage into a road, street, alley or ditch, either directly or indirectly is strictly prohibited. This shall not apply to the discharge of effluent from the sewage treatment plant serving this addition, owned and operated by said NORTH FOREST MUNICIPAL UTILITY DISTRICT, its successors or assigns.

5. Underground electric service shall be provided by Houston Lighting & Power Company, hereinafter called "company", to all lots in the subdivision with the exception of Lots One (1) through Five (5) inclusive, in Block Ten (10), which shall be served from an over-head pole line installed in the easements at the rear of these lots. The owners of each lot, shall at his own cost, furnish, install and maintain (all in accordance with the requirements of the local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment and company's installed transformers or energized secondary junction boxes, said point of attachment to be made available by company at

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A CERTIFIED COPY

ATTEST: **JAN 18 2005**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien
CUC T. LIEN

Deputy

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a point designated by comparison at the property line of each lot. The electric company furnishing service shall make the necessary electrical connections at the said point of attachment and at the meter. In addition, the owner of each lot, shall at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the residence customer on such owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase 120/240 volt, three wire, 60 cycle, alternating current.

I. DURATION AND ENFORCEMENT.

1. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding on and inure to the benefit of NORTH FOREST DEVELOPMENT CO., its successors and assigns, and all persons claiming by, through or under it, and shall be effective for forty (40) years from the date this instrument is filed in Harris County, Texas, deed records, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however that the owners of a majority of the residential lots in NORTH FOREST ADDITION SECTION 1 may terminate the same at the end of said forty (40) year period or at the end of any successive ten-year period thereafter, by executing, acknowledging and filing for record in the office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement in writing for such purpose, at any time during the last five (5) years that these restrictions, covenants and conditions are in effect, or during the last five (5) years of any successive ten-year period if said restrictions, covenants and conditions are to be terminated at the end of any such ten-year period.

2. In the event any person or persons, firm or corporation shall violate or attempt to violate any of the foregoing restrictions, covenants or conditions, it shall be lawful for any person owning or having any interest in any residential lot in NORTH FOREST ADDITION SECTION 1 to institute and prosecute any proceedings at law or in equity, to abate, prevent or enjoin any such violation or

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A CERTIFIED COPY

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. Lien
CUC T. LIEN

Deputy

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attempted violation and/or to recover damages caused by any such violation or attempted violation, NORTH FOREST DEVELOPMENT CO., a corporation, as well as said NORTH FOREST COMMITTEE, shall have the right, but none of them shall ever be obligated to institute and prosecute any proceedings at law or in equity to correct, abate, prevent or enjoin any violation or attempted violation of any of said restrictions, covenants or conditions whether or not it or they then own any property in said NORTH FOREST ADDITION SECTION 1.

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3. In the event additional sections of NORTH FOREST ADDITION are developed and platted and the property owners of NORTH FOREST ADDITION SECTION 1 are given the express right to enforce the restrictions, covenants and conditions on any such additional section or sections, then the property owners in such additional section or sections shall likewise have the right to enforce the restrictions, covenants and conditions on NORTH FOREST ADDITION SECTION 1.

J. SAVINGS CLAUSE.

Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall in nowise affect or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue and remain in full force and effect.

EXECUTED THIS THE 17TH DAY OF November 1966, A.D.

NORTH FOREST DEVELOPMENT CO., a Corporation

ATTEST:

Patricia L. Jackson
Patricia L. Jackson, Secretary

By:

Glenn W. Loggins
Glenn W. Loggins, President

LIENHOLDER'S JOINDER

We, the undersigned, being officers of the AMERICAN BANK & TRUST CO., Houston, Texas, CHARLES T. MEENS as its President and LORENE V. CALTAGIRONE as its ASST. Cashier, said AMERICAN BANK & TRUST CO. being the owner and holder of liens against the above described property as shown of record, as such lienholder join NORTH FOREST DEVELOPMENT CO., a Texas corporation as aforesaid, in placing and imposing the foregoing restrictions, covenants and conditions on said NORTH FOREST ADDITION SECTION 1.

ATTEST:

Lorene V. Caltagirone
Lorene V. Caltagirone, Cashier

Charles T. Meens
Charles T. Meens, President

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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: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. Lien
CUC T. LIEN

Deputy

LIENHOLDER'S JOINER

We, the undersigned, being officers of the HEIGHTS SAVINGS ASSOCIATION, Houston, Texas, Marcella D. Perry as its President and Betty Jordan as its Cashier, said HEIGHTS SAVINGS ASSOCIATION being the owner and holder of liens against the above described property as shown of record, as such lienholder join NORTH FOREST DEVELOPMENT CO., a Texas corporation as aforesaid, in placing and imposing the foregoing restrictions, covenants and conditions on said NORTH FOREST ADDITION SECTION 1.

FILED RECORDS
7006 145 516

ATTEST:
Betty Jordan
Cashier

Marcella D. Perry
President

085-28-1339

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, a Notary Public in and for said STATE and COUNTY, on this day personally appeared GLENN W. LOGGINS, known to me to be the person whose name is subscribed to the foregoing instrument, as _____ President of NORTH FOREST DEVELOPMENT CO., and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27TH day of NOVEMBER, A.D., 1967.



David R. Williams
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, a Notary Public in and for said STATE and COUNTY, on this day personally appeared Charles T. Muehl, known to me to be the person whose name is subscribed to the foregoing instrument, as _____ President of AMERICAN BANK & TRUST CO., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28TH day of NOVEMBER, A.D., 1967.

ANTONETTE MOORE
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

Antonette Moore
Notary Public in and for Harris County, Texas

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A CERTIFIED COPY

ATTEST: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

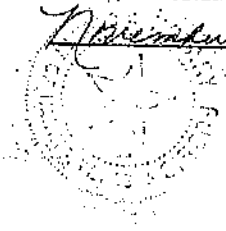
CUC T. LIEN Deputy
CUC T. LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

DEED RECORDS
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BEFORE ME, the undersigned authority, a Notary Public in and for said
STATE and COUNTY, on this day personally appeared Marcella D. Perry
known to me to be the person whose name is subscribed to the foregoing instrument,
as _____ President of HEIGHTS SAVINGS ASSOCIATION, and acknowledged to me that
she executed the same for the purposes and consideration therein expressed and in
the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of
November, A.D., 1967.



Barbara M. Lane
Notary Public in and for Harris County, Texas.

085-28-1340

✓
JOHNSON-LOGGINS Co.
1740 CHAMBER OF COMMERCE BLDG.
HOUSTON, TEXAS 77002

FILED
RECORDED
HARRIS COUNTY, TEXAS

NOV 30 PM 3 11
1967

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the stated
RECORDS of Harris County, Texas, as stamped hereon by
me, on



NOV 30 1967

Robert Montoya
COUNTY CLERK
HARRIS COUNTY, TEXAS

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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: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T. Lien Deputy
CUC T. LIEN