



Shepherd Forest

Civic Club

Resident Handbook

PO Box 925282

Houston, TX 77292-5282

www.shepherdforest.org

Find us on Facebook - Shepherd Forest

Email - info@shepherdforest.org

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Dear New Resident(s):

Welcome to our neighborhood and congratulations on the purchase or rental of your home!

On behalf of the Shepherd Forest Civic Club (SFCC) and your neighbors in Shepherd Forest, we would like to welcome you to your new home and our community. Over the coming months, we look forward to meeting you, whether it be walking down the streets, at a Club meeting, or at a community activity.

The Shepherd Forest Civic Club (SFCC) is a non-profit neighborhood organization with a voluntary resident membership. Our goal is to make Shepherd Forest a pleasant and attractive place to live. We typically meet on the 3rd Monday of each month, and dues are ONLY \$20 annually. The operation of the SFCC is governed by a board of volunteer directors. The Board of Directors is elected by the community to oversee the daily functions and financial responsibilities of the Club.

The Board is also responsible for maintaining members' compliance with the established deed restrictions. The deed restrictions have specific provisions regarding what can and cannot be done on your property. Please take the time to read through them. Copies are available on the community web site, www.shepherdforest.org, and in this resident handbook.

This resident handbook also contains useful information regarding the neighborhood and community. Additionally, we strongly encourage you to join our **Shepherd Forest Facebook Group** for the most up to date information on upcoming activities, events, and announcements. If you are unable to find the information you need, please feel free to directly contact one of the members of the Board of Directors. Their contact information is also included in this handbook.

Again, welcome to the Shepherd Forest community and we strongly encourage you to join our Civic Club! We look forward to you falling in love with this neighborhood as much as we have. We know you'll find our neighborhood is a great place to live and we encourage your participation in our club activities and functions.

Sincerely,

The Board & Officers of the Shepherd Forest Civic Club

SFCC - Not Your Typical Civic Club

The Shepherd Forest Civic Club was chartered and registered with the State of Texas in October, 1977, as a non-profit organization. The Club works hard not only as a social organization, but also to preserve the neighborhood and protect the rights of the homeowners. SFCC-sponsored activities include Citizens on Patrol, beautification projects (planting all the trees along East TC Jester), cleanup programs, community service (school supplies for needy children, food pantry donations), and much more. In 1993, the SFCC was awarded one of the first Houston City Council Blue Ribbon Awards for Excellence.

You hear horror stories about homeowner associations that are so restrictive they measure the height of the grass and tell homeowners what color to paint their homes. We couldn't be further from those "corporately managed" associations. SFCC is a volunteer-driven civic group with the purpose of bringing neighbors together.

The quality living environment we enjoy in Shepherd Forest is enabled by the direct involvement of our residents. We manage Club finances, beautify common grounds, write its newsletters, maintain deed restrictions, and plan social events to ensure a quality of life found in few places.

Our homes and the environment we have nurtured in Shepherd Forest have attracted residents with diverse and considerable talents. Together, we have created and we maintain a community you can be proud to be part of, and to which you can make your contributions in areas of finance, architectural review, grounds management, social/recreation, newsletter/communications, and other areas.

Whether you own or rent your home, you can make your interests known in any of these areas by contacting any member of a committee or our Board of Directors. As someone who has invested in our neighborhood, we know that you are just as interested in making Shepherd Forest an attractive and pleasant place to live.

Opportunities to Get Involved

Residents' actively volunteering is what makes Shepherd Forest a great neighborhood. Our Civic Club is not a faceless management company; it consists of dedicated resident volunteers managing the finances, maintaining deed restrictions, planning social events and more. Together, we maintain a community you can be proud of, and to which you can contribute your time and talents in any of the following areas:

Membership

The easiest way to get involved is to join! Your voluntary donation of \$20 per year helps fund a variety of projects that benefit our neighborhood.

Meetings

The Civic Club meets on the 3rd Monday of each month. Check the www.shepherdoforest.org, the Shepherd Forest Facebook page, of the monthly newsletter for location and details. We would love to have you join us even if you are not yet a member.

Committees

Architectural Committee

This committee is to help homeowners avoid conflicts with deed restrictions by reviewing plans for all construction and renovation which are also submitted to the City of Houston for the permitting process. The submission and review process is required for new construction of all types, the increasing of square footage of a residence such as additional structure enclosures of air conditioned or non-air conditioned space (i.e. room addition), new garage construction, or any other construction/renovation that requires a permit from the City of Houston. For more information, consult your section's deed restrictions located on the SFCC website, www.shepherdforest.org; or you may email the Committee Chair directly via the link also on the website.

As some sections of Shepherd Forest may have deed restrictions that differ from the City of Houston's requirements and to avoid unnecessary revisions between architect/contractor and the City, construction documents should be submitted to the Architectural Committee and approved prior to being submitted to the City of Houston for permitting.

Plans not submitted for review prior to City of Houston plan approval or construction can be red tagged (construction halted) until the plans have been reviewed and all objections remedied prior to approval by the architectural committee.

Renovations that will not trigger Architectural Committee review include, but are not limited to interior renovations that do not require a City Permit, exterior painting, & roofing. The Committee will convene as needed for plan review. Plans can be arranged for submission to the Committee by completing the Shepherd Forest Building Application located on the website and submitting it and the plans to the Committee Chair or any other officer or board member.

Beautification Committee

Beautification projects including Yard of the month, Halloween and Christmas decorating contest judging, updating neighborhood signage, clean up events, encouraging neighbors to care for their yards, tree plantings in Stonecrest Park, and more. To inquire about joining, contact committee chairperson, Lauren Syrinek, at lsyrinek@gmail.com, or reach out to any other board member.

Citizens On Patrol

The Citizens on Patrol maintains a presence in the neighborhood that deters criminal activity. This is accomplished through patrol activities, vehicle sticker ID program, and communication with the Houston Police Department and other local law

enforcement agencies. Volunteers are asked to patrol our neighborhood for a minimum of one hour per week. COP Team meetings are held occasionally. A magnetic vehicle decal is provided to volunteers while they are patrolling. Contact the Security Committee Chair, Debby Fischer, at dafischer143@yahoo.com or any officer/board member for more information.

Welcome Committee

The Welcoming Committee is tasked with welcoming new residents and personally invite them to become involved with the civic club. If you would like to volunteer to welcome new residents in your section or would like to report a new resident, please contact the Committee Chair via the email address on the SF website or any officer/ board member for more information.

Newsletter Distribution Team

Our monthly newsletter, the Shepherd Forest Times, is written, managed, and distributed to the nearly 1,000 homes in Shepherd Forest each month by a team of volunteers, and is a wonderful communication tool and source of pride for the neighborhood. If you would like to assist with distributing the newsletter on your block, please contact Newsletter Editor Mary Lamb at lambmn1011@aol.com.

SHEPHERD FOREST CIVIC CLUB

P. O. Box 925282

Houston, Texas 77292-5282

www.shepherdforest.org

Shepherd Forest Civic Club Membership Form

Annual Dues: \$20 per calendar year

Name: _____

Address: _____

Section (if known): _____ Phone (home): _____

Phone (work): _____ Phone (cell): _____

*Email: _____

I am the owner of the property: _____Yes _____No

If no, the owner is: _____

**We will never distribute your email address to anyone. However, it is important that the SFCC be able to let you know about neighborhood information such as crime alerts, weather emergencies, and other information of interest to Shepherd Forest residents. Thank you for being a member of the Shepherd Forest Civic Club.*

Please detach and return membership form to officer, board member, or mail to PO Box 925282, Houston, TX 77092-5282 OR pay dues online via Paypal

Board of Directors and Officers

The Board of Directors & Officers are elected at the September Club General Meeting. If you are interested in running for an office, please contact any member of the board before the September meeting. Candidates must have paid their annual dues in order to run for office at the end of the year. The following are descriptions of each Officer position:

President

The President shall be the principal executive officer of the club and shall, in general, supervise and control all of the business and affairs. He shall preside at all meetings of the members of the Board of Directors. The President shall cast any tie-breaking vote when the Board of Directors cannot otherwise reach a decision by the majority. He shall be an ex-officio member of all committees. The President may sign, with the secretary or any other proper officer of the corporation authorized by the Board of Directors, any contracts, or other instruments that the Board of Directors have authorized to be executed; and, in general, shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Vice-President

In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to, all the restrictions on the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Treasurer

The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Secretary

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors and see that all notices are duly given in accordance with the provisions of these bylaws or as required by law: be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post-office address of each member which shall be furnished to the Secretary by such member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or Board of Directors.

Assistant Treasurers and Assistant Secretaries

If required by the Board of Directors, the assistant treasurer shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by Treasurer or the Secretary or by the President or the Board of Directors.

Area School Information

We are located in the Houston Independent School District (HISD). Below you will find information regarding public schools which serve our area. To identify to which school your address is zoned, visit HISD's School Zone Search Tool: http://dept.houstonisd.org/ab/abcx_tool/search.asp

Public

Section 1 - Garden Oaks Elementary (713) 696-2930 www.houstonisd.org/Domain/1872

Section 2 - Oak Forest Elementary (713) 613-2536 www.houstonisd.org/Domain/12652

Section 3 - Stevens Elementary (713) 613-2546 www.houstonisd.org/Page/44963

Black Middle School (713) 613-2505 www.frankblackmiddleschool.org

Waltrip High School (713) 688-1361 www.houstonisd.org/waltrip

Private

St. Rose of Lima Catholic School (PK-8) 713-691-0104 www.stroselima.org/drupal/school

Lutheran High North 713-880-3131 www.lutheranhighnorth.org/

Garbage, Recycle and Heavy Trash Collection

Curbside recycling, garbage and heavy trash collection services are provided by the City of Houston. Shepherd Forest spans 2 zip codes, 77018 & 77092. The best way to determine the schedule at your address is to call 3-1-1 or visit: <http://www.houstontx.gov/solidwaste/schedule.html>

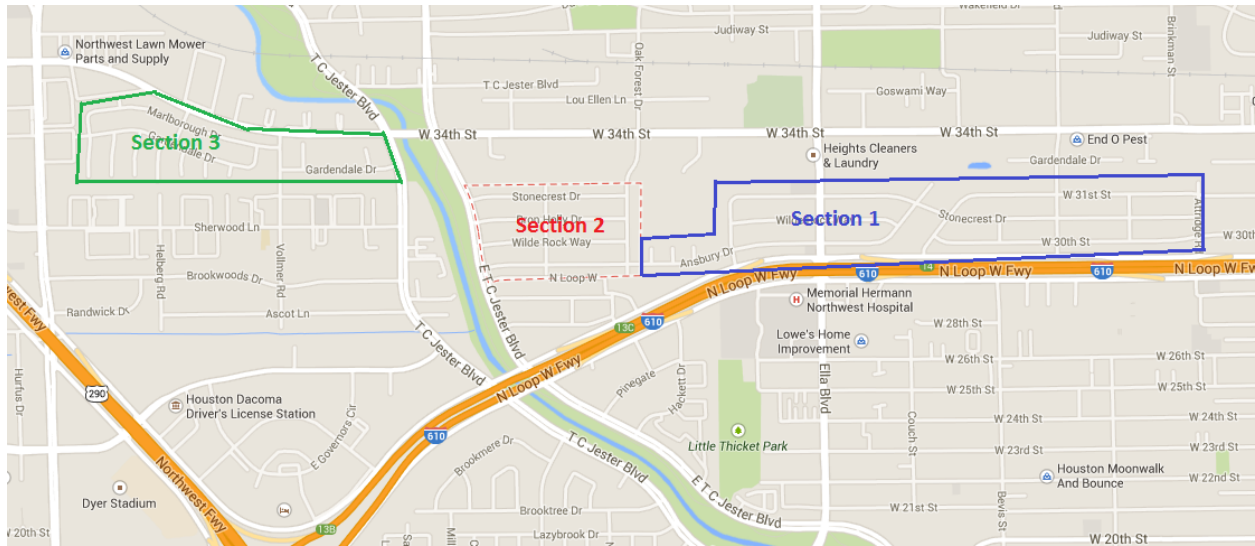
Helpful Contact Info

General	Number	Website
Trash/Junk/Tree Waste Service		www.houstonsolidwaste.org
311 - Service Directory & Requests	311	http://hfdapp.houstontx.gov/311/index.php
HPD & Fire Emergency	911	www.houstonpolice.org
HPD - Non Emergency	713-884-3131	www.houstonpolice.org
HPD - Near North Storefront on 43rd	713-956-3140	www.houstonpolice.org
Constable	713-755-7628	www.pct1constable.net
Centerpoint (Gas)	713-207-2222	www.centerpointenergy.com
Electric, Cable, Internet - Refer to your specific provider		
Texas Department of Transportation	713-802-5000	www.txdot.gov
Poison Control	800-764-7661	www.poisontx.org
Animal Control	281-999-3191	www.hcpes.org
Memorial Herman Hospital NW	713-867-2000	www.memorialhermann.org
Oak Forest Library	832-393-1960	www.houstonlibrary.org
Post Office - Judiway	713-686-3544	www.usps.com
The Leader - Local Newspaper	713-686-8494	www.theleadernews.com
Metro	713-635-4000	www.hou-metro.harris.tx.us
Council Member - District A (3)	832-393-3010	www.houstontx.gov/council/a/
Council Member - District C (1 & 2)	832-393-3004	www.houstontx.gov/council/c/
YMCA - Harriet & Joe Foster	713-869-3378	www.ymahouston.org/harriet-joe-foster-family

Kurt Schoeffler (3) - President	281-217-1122	kurtschoeffler@gmail.com
Debby Fischer (3) - Vice President / COP	434-221-6222	dafischer143@yahoo.com
Mark Landress (1) - Treasurer	713-880-4847	mlandress@aol.com
Delinda Holland (2) - Secretary		delindaholland@sbcglobal.net
Glenn Cessna (2) - Board Member	832-659-2069	
Edward Vargas (1) - Board Member	713-864-8127	
Everett Bradshaw (2) - Board Member	713-560-6463	
Bid Nutt (3) - Board Member	713-681-9367	
Mary Lamb (1) - Board Member / Newsletter	281-488-3216	lambmn1011@aol.com
Lauren Syrinek - Beautification Chair		lsyrinek@gmail.com
Jennifer Woodruff - Public Relations Chair	713-303-3511	j.woodruff@abchouston.org

Section Map

Shepherd Forest is divided into 3 sections totaling 935 homes.



Section 1 - 489 homes

North boundary is the HL&P (Reliant) easement that is just north of West 31st & Stonecrest. South boundary is Loop 610. East boundary is Attridge (includes all homes on Attridge). West boundary is the HL&P (Reliant) easement that is just behind the homes on Oak Forest

Section 2 - 216 homes

North boundary is the HL&P (Reliant) easement that is just north of Stonecrest. South boundary is the business park that runs behind the homes on Ansbury. East boundary is the HL&P (Reliant) easement that is just behind all homes on Oak Forest. West boundary is East T.C. Jester Blvd.

Section 3 - 230 homes

North boundary is West 34th Street. South boundary is the HL&P (Reliant) easement that is south of Gardendale and the cul-de-sacs in that Section. East boundary is West T.C. Jester. West boundary is Larknolls (includes all homes on Larknolls)

Deed Restrictions

Shepherd Forest is a deed restricted neighborhood. Deed Restrictions protect your investment and protect the character of Shepherd Forest. They ensure that we have uniformity in building codes. All three sections have a separate, yet similar, set of deed restrictions. Sections 1 & 2 currently have the original deed restrictions that were created at the inception of the neighborhood. Section 3 ratified an updated version their deed restrictions. Both Sections 1 & 2 are in the process of obtaining enough signatures to approve their versions of the proposed deed restrictions similar to those in Section 3.

For more details and a full description of all deed restrictions, both current and proposed, please refer to the Deed Restrictions page on the Shepherd Forest website.

Common Deed Restrictions to all Sections

While deed restrictions vary by section and each has unique wording, there are common deed restrictions to all of the sections. Most of the violations occur when a resident builds or remodels and is not aware of the building set back lines. We encourage you to familiarize yourself with them, but if you have any questions, please feel free to contact the Architectural Committee chair.

The Architectural Review Process

If you would like to remodel your existing home or build a new home on your lot, the City of Houston requires prior approval from the owner's Homeowner Association to

ensure that your plans will not violate the set deed restrictions. This allows for a smooth building process and avoids potential lawsuits from the City of Houston Legal Department. The City of Houston wants to ensure that building permits do not violate any of the following provisions of deed restrictions: authorized use of property; no authorization for garage apartment; front setback; side/interior setback; rear setback; side street setback; minimum/maximum lot size; minimum/maximum building size; number or type of structures on a lot; and height of structure on lot. If you plan on building or remodeling on your lot, please fill out the Shepherd Forest Building application form on the next page of this packet.

Yard Parking Now Prohibited by City Ordinance

A Prohibited Yard Parking Area (Section 28-303 of the Code of Ordinances) for ALL sections of Shepherd Forest has been approved by Houston City Council. This ordinance prohibits the parking of a vehicle or equipment within the front or side yard on any unimproved surface. Violating this Ordinance by having a car parked in the front or side yard is a misdemeanor, enforced by HPD, and violators will receive a fine not to exceed \$150.00 per day.

STATEMENT OF INTENT OF BUILDING APPLICATION

Below is the Statement of Intent of Building Application for the attached building and/or remodeling plans for property located at _____ in Section ___ of the Shepherd Forest Subdivision. These plans were submitted by _____, herein referred to as the "Applicant(s)."

I (We), _____, have submitted the attached plans for the above listed address and agree that no additions or changes will be made to the plans once they have been approved by the Shepherd Forest Civic Club Architectural Committee without the specific approval of such committee. By my signature, I hereby certify that these plans are an accurate reflection of my specific intention to (check all that apply to your plans):

- _____ Addition/ Remodel Bathroom _____ Addition/Remodel Kitchen
- _____ Addition/Remodel Living Area(s) ** _____ Addition/Remodel Garage
- _____ Addition/Remodel of Out- Building _____ Construction of new home
- _____ New construction/repair/partial replacement of fence on property
- _____ Other addition or remodeling of _____

THE STATE OF TEXAS - COUNTY OF HARRIS

On this ____ day of _____, 20__, in Houston, Harris County, Texas,

Printed Name of Applicant

Printed Name of Applicant

Signature of Applicant

Signature of Applicant

“Applicant” signed and acknowledged before me, his/her Statement of Intent of Building Use for the attached building and/or remodeling plans.

Notary Public in and for the State of Texas

My Commission Expires: _____

** I am fully aware that the current Deed Restrictions of Shepherd Forest strictly prohibit the building, alteration, or placement of any building other than one single family dwelling (no separate living quarters) and a private garage for not more than two cars and other out-buildings incidental to residential use. Please consult your Deed Restrictions for specific information related to your proposed building plans. Submit this completed and notarized form, along with your plans, maps, photographs, drawings and/or descriptions (including height, length, width, dimensions) of your project to the Shepherd Forest Civic Club Architectural Committee, P.O. Box 925282, Houston, Texas, 77252-9282. Please do not commence work until you receive a written response from the Shepherd Forest Civic Club Architectural Committee.

AMENDED AND RESTATED
RESTRICTIONS, COVENANTS, CONDITIONS, AND EASEMENTS
FOR SHEPHERD FOREST, SECTION 1

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

WHEREAS, restrictions dated April 28, 1954, filed of record in Volume 2770, Page 93 of the Deed Records of Harris County, Texas, impose upon Shepherd Forest, Section 1, a subdivision located in the W.P. Morton Survey in Harris County, Texas, described according to map or plat thereof recorded in Volume ___, Page ___ of the Map Records of Harris County, Texas, all those certain restrictions, covenants, and conditions, therein set forth for the benefit of said property and each owner thereof (the "Section 1 Restrictions"); and

WHEREAS, the Section 1 Restrictions contain provisions for the amendment and extension of said restrictions by filing of record of an instrument executed by the owners of the majority of the Lots in Shepherd Forest, Section 1; and

WHEREAS, the undersigned, constituting a majority of the current Owners of Lots in Shepherd Forest, Section 1, desire to make certain amendments to and to restate the Section 1 Restrictions; and

WHEREAS, the undersigned, constituting a majority of the current Owners of Lots in Shepherd Forest, Section 1, desire to keep the development of said real property for the mutual benefit and pleasure of the property Owners in Shepherd Forest, Section 1, and, for the protection of such property values therein, desire to place on and against said real property certain protective and restrictive covenants regarding the use of such property;

NOW THEREFORE, the undersigned, constituting a majority of the current Owners of lots in Shepherd Forest, Section 1, do hereby make and file the following restrictions, easements, covenants, and conditions regarding the use and/or improvements on the Lots located in Shepherd Forest, Section 1 and do hereby or change and restate, pursuant to the provisions of the Section 1 Restrictions, the previous restrictions filed in the Harris County Deed Records, and do hereby declare all Lots in Shepherd Forest, Section 1 shall be subject and shall be conveyed subject to the following restrictions, covenants, and conditions:

ARTICLE I
DEFINITIONS

In these Restrictions, the following terms shall have the meanings indicated below, unless the context clearly indicates otherwise:

1.1 "Board" shall mean the duly elected and qualified Board of Directors of Shepherd Forest civic club.

1.2 "Deed Restriction Enforcement/Architectural Control Committee shall mean and refer to the committee who have been appointed by the Board to enforce these Restrictions and review and approve all plans and specifications for any construction or alteration of any building on any Lot or building site in Shepherd Forest, Section 1.

1.3 "Lot" shall mean and relate to any numbered plat of land shown on the recorded maps or plats of Shepherd Forest, Section 1, including any replat thereof, and any dwelling, structure, and all fixtures and other improvements thereon.

1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities (excluding those persons or entities having an interest merely as security for the performance of an obligation), of a fee simple title to any lot which is part of Shepherd Forest, Section 1.

1.5 "Restrictions" shall mean these Amended and Restated Restrictions, Covenants, Conditions, and Easements for Shepherd Forest, Section 1 as filed for record in Harris County, Texas.

ARTICLE II RESTRICTIONS

2.1 No Lot shall be used except for single-family residential purposes only, and no space in any other structure on any Lot shall be let, leased, or rented. No structure shall be erected, altered, placed or permitted to remain on any Lot or building site other than one detached single family residential dwelling, one private garage with a capacity of not more than two (2) cars and being capable of being used as a such, and other out-buildings incidental to residential use, except as specifically prohibited herein. The term "single-family as used herein shall refer to both the type of structure erected and the use of a Lot and shall be construed to exclude, without limitation, all multiunit occupancy (including without limitation, duplexes, apartments, or condominiums), hotels, half-way houses, drug rehabilitation centers or boarding houses or other group homes. The term "residential purposes" as used herein shall be construed to exclude all commercial and professional uses, and any storage in connection with any business or enterprise for profit.

2.2 All improvements on each Lot must be constructed in accordance with these Restrictions. No construction or alteration for which a building permit is required by the City of Houston shall be commenced without the plans for such construction or alteration having been submitted to and the prior written approval of the Deed Restriction Enforcement/Architectural Control Committee having been received by the homeowner. All plans and specifications submitted shall show in detail the foundation, floor plan, all exterior building materials, and a plot plan showing the location of all improvements on the Lot and with respect to the required building setback line set forth in section 2.4 below. All plans and specifications submitted in accordance with this Restriction shall be approved by the Committee if the construction or alteration proposed or described therein conforms to the requirements of these Restrictions. In the event that the Deed Restriction Enforcement/Architectural Control Committee is unable to indicate its approval or disapproval within thirty (30) days after the receipt of said plans and specifications, a written notification of extension for more time must be submitted to the homeowner within such thirty (30) day period.

In the event of death or resignation of any member of the Deed Restriction Enforcement/Architectural Control 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 until the Board shall have appointed a new member of said committee. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

2.3 All construction or alterations subject to the Restrictions must be completed with due diligence and in any event within nine (9) months from the date the building materials are placed on the Lot or a building permit is received, whichever occurs first, unless extended in writing by the Deed Restriction Enforcement/ Architectural Committee. No building material of any kind or character shall be stored on any Lot until the owner is ready to begin initial construction or improvements; and then such material shall be placed within the property lines of the Lot on which the improvements are to be completed, and shall not be placed in the streets, or between curbs and property lines. No Lot shall be used for storage of material and equipment (except for normal residential requirements or incident to construction of improvements thereon as herein permitted) or as a dumping ground for solid wastes. When new construction or renovation has commenced, the Owner shall be responsible for ensuring that an adequate number of trash containers are provided to store construction debris while construction is in progress.

If a residential dwelling located on a Lot covered by these Restrictions is destroyed in whole or in part or rendered uninhabitable by fire, wind, rain, or any other disaster, or is condemned by the City of Houston, or any other governmental entity having jurisdiction, then the Owner or Owners of the Lot shall either begin repair, rebuilding and/or restoration of improvements or clear the lot of debris as soon as reasonably practical, but in any event no later than six (6) months of the date of such disaster or condemnation. Upon written application, extensions may be granted by the Deed Restriction Enforcement/Architectural Control Committee, at its discretion.

All improvements and structures on any Lot must be of a neat and attractive design and appearance, in harmony with the external design or existing structures in the subdivision, with hip, ridge, or gable roofs, and new wood painted with not less than two (2) coats of paint or stain.

2.4 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 (25) feet to the front line or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that a detached garage or other detached out-building shall be located sixty-five (65) feet or more from the front lot line and shall not be located nearer than three (3) 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.

2.5 No Lot shall be re-subdivided into nor shall any dwelling be erected or placed on any Lot having a width of less than fifty-eight (58) feet at the minimum building set-back line and an area of less than 6600 square feet, except that dwellings may be erected or placed on Lots numbered 462, 466, 469 and 473 in Block 27, as shown on the recorded plat.

2.6 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. No livestock or fowl of any kind may be kept on any Lot or in any structure. No hazardous material or waste may be stored on any Lot or in any structure if such material or waste is of a type or quantity which would, under applicable federal, state, or local law, regulation, or ordinance, require a permit or some other form of registration.

2.7 Carports are strictly prohibited on any Lot situated in the subdivision, except those already in existence prior to the effective date of these Restrictions. No structure shall be moved onto any Lot without prior approval of the Deed Restriction Enforcement/Architectural Control Committee. No basement, trailer, tent, shack, camper, garage, barn, or other outbuilding erected or placed on any Lot shall be used as a residential dwelling at any time, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

2.8 No recreational vehicle, motor home, camper, bus, towable equipment or machinery, boat, trailer or other over-sized vehicle of any sort shall be parked on any portion of the Lot forward of the residence building line for more than seventy-two (72) hours in any calendar month. The parking or standing of any vehicle on any portion of the Lot other than on the driveway or other paved concrete surface is prohibited. No mobile home, whether or not wheels are attached, shall be placed on any Lot at any time, either temporarily or permanently.

2.9 The ground floor area of the main structure of any residential building shall be not less than 1,000 square feet, exclusive of open porches and garages.

2.10 Easements for utility installation and maintenance affecting all Lots in Shepherd Forest, Section 1 are reserved as shown on the recorded plan 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.

2.11 All single-family dwellings and other structures on any Lot must be maintained as to present a neat and attractive appearance. Any existing carport must be maintained so as to present a neat and attractive appearance. Failure to maintain such other structure or carport shall require the structure or carport to be removed.

2.12 Ground cover of vegetation must cover at least a majority of the front portion of any Lot and must be maintained so as to present a neat and attractive appearance. Dead, diseased, or damaged trees, shrubs, vines and other plants shall be promptly removed, and all vegetation shall be maintained so as not to become a nuisance or hazard. No fence, wall, hedge nor any pergola or any other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any Lot, forward of the front building line of said Lot, without the written consent of the Deed Restriction Enforcement/Architectural Control Committee.

2.13 No sign of any kind shall be displayed to the public view on any residential Lot, except one (1) sign not more than five (5) square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction or sales period, signs related to civic club events, or signs not more than three (3) feet square advertising candidates for political office.

2.14 No trash, rubbish, garbage, or other solid wastes will be kept or allowed to remain on any Lot except in sanitary containers and in accordance with all city, county, state and federal regulations and ordinances. No working or non-working appliances nor any household furniture or any furniture other than lawn furniture shall be stored or placed on any Lot. No dumpsters or large containers of any type shall be permitted on any Lot except those incident to construction of improvements thereon as herein permitted.

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

2.16 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 and do not violate any City of Houston ordinances.

2.17 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.

2.18 Lots designated "Reserved for Commercial Use" on the recorded plat are reserved for retail business, professional offices and service use only, and any structures on these Lots, or any use of these Lots shall comply with sections 2.2 and 2.10 hereinabove and must be maintained as to present a neat and attractive appearance.

2.19 No beer, wine, liquor or other alcoholic beverages, mood-altering drugs or herbal medicines of any kind will be manufactured, produced or sold on any Lot.

2.20 No antenna, satellite dish, or guy wire shall be erected or maintained on any portion of any Lot forward of the building line of such Lot.

2.21 No Owner or occupant of any Lot in Shepherd Forest, Section 1, nor any visitor or guest thereof shall be permitted to perform work upon any motorized vehicle of any kind, including boats, in driveways on Lots or upon streets abutting such Lots, except that such work may be performed on such vehicles as are owned by the Owner or occupant during a period not to exceed seventy-two (72) hours per calendar month.

2.22 Protective screening areas are established on a five (5) feet strip along the west property lines of Lot No. 293, Block 16, Lots 319 and 327, Block 20, Lots 337 and 349, Block 19, and Lot 363, Block 18; and as a five (5) foot strip of land along the east property lines of Lot 364, Block 21, Lots 375 and 386, Block 22, Lots 397 and 400, Block 23 and Lot 419, Block 24. Planting, fence or walls shall be maintained throughout the entire length of such areas by the Owner or Owners of such Lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the installation and maintenance of screening, utilities and drainage facilities.

ARTICLE III NONCONFORMING STRUCTURES

3.1 Any improvement or structure on a Lot that does not comply with the terms of these Restrictions and that was actually and lawfully in existence prior to the effective date of these Restrictions shall be considered, a nonconforming structure. A nonconforming structure that has been and is in continuous existence as of the effective date of these Restrictions shall not be affected

by the terms hereof; and no provisions contained herein shall be enforceable against any Owner whose nonconforming structure falls within the terms and consideration of this article; provided, however, that after the effective date of these Restrictions, should the use of a nonconforming structure be discontinued for a continuous period of three (3) months, such structure shall be presumed to be abandoned and shall thereafter be in violation of these Restrictions; and further provided, that any nonconforming structure must be maintained in accordance with these Restrictions and shall not be enlarged, expanded, or extended. Any period of discontinuance directly caused by government actions, labor strikes, material shortages, fire or other casualty or acts of God, and without intentional contributing fault of the low owner, shall not be considered in calculating the length of discontinuance pursuant to this article for the purpose of establishing abandonment.

**ARTICLE IV
MISCELLANEOUS**

4.1 These Restrictions, as amended from time to time, are to run with the land and shall be binding on all parties and on all persons claiming by, through, or under them until _____, 2009 at which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority (50% plus 1) of the then Lot Owners in Shepherd Forest, Section 1 has been recorded in the records of Harris County, Texas, agreeing to change these Restrictions in whole or in part.

4.2 If any of these Restrictions are violated, it shall be lawful for any Owner of a Lot in Shepherd Forest, Section 1 or the Board to enforce the performance of these Restrictions and to enjoin the violation or attempted violation of the same, at law or in equity, 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.

4.3 Invalidation of any one of these Restrictions by judgement or court Orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, each individual Owner on the date indicated has executed these Restrictions, to be effective when filed for record in the Real Property Records of Harris County, Texas.

[SIGNATURES ON FOLLOWING PAGES]

Date _____

[Name(s) of Owner]
Lot _____ Block _____

Signature of Property Owner

[Street Address]
Houston, Texas 770 _____

(Please print your name below your
signature)

Signature of Property Owner

(Please print your name below your
signature)

THE STATE OF TEXAS §
 §
-COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 1999, by
_____ and _____.

Notary Public in and for the State of Texas

My commission expires: _____

This instrument will be attached to and become a permanent part of the Amended and Restated
Restrictions, Covenants, Conditions, and Easements for Shepherd Forest, Section 1.

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

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF HARRIS

§

That, Oak Glen Building Company, a Texas Corporation, the owner of lots platted as Shepherd Forest, 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 Oak Glen Building Company, shall be subject thereto.

And Oak Glen 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, 1986, 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 Glen 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, 1965. 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 fifty-eight feet at the minimum building set-back line and an area of less than 6600 square feet, except that dwellings may be erected or placed on lots numbered 462, 466, 469 and 473 in Block 27, as shown on the recorded plat.
- (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 as 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 purposes shall be erected, grown or maintained on any part of any lot, forwards 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 construction 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 or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
 - (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.
 - (15) Lots designated "Reserved for Commercial Use" on the recorded plat are reserved for retail business, professional offices and service use only, and any structures on these lots, or any use of these lots shall

comply with Covenant Nos. Two (2) and Five (5) herinabove.

- (16) Protective screening areas are established on a five (5) feet strip along the West property lines of Lot No. 293, Block 16, Lots 319 and 327, Block 20, Lots 337 and 349, Block 19, and Lot 363, Block 18; and as a five (5) feet strip of land along the east property lines of Lot 364, Block 21, Lots 375 and 386, Block 22, Lots 397 and 400, block 23 and Lot 419, Block 24. Planting, fence or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the installation and maintenance of screening, utilities and drainage facilities.

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 Oak Glen Building Company, in said subdivision until January 1, 1986 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 Oak Glen Building Company, and its heirs, successors and assigns, or any other person or persons then owning real estate in said subdivision to enforce the proformance 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.

H. Volmer Niemann and Paul Vollmer 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 28th day of April A.D. 1954.

STATEMENT OF INTENT OF BUILDING APPLICATION

Below is the Statement of Intent of Building Application for the attached building and/or remodeling plans for property located at _____ in Section _____ of the Shepherd Forest Subdivision. These plans were submitted by _____, herein referred to as the "Applicant(s)."

I (We), _____, have submitted the attached plans for the above listed address and agree that no additions or changes will be made to the plans once they have been approved by the Shepherd Forest Civic Club Architectural Committee without the specific approval of such committee. By my signature, I hereby certify that these plans are an accurate reflection of my specific intention to (check all that apply to your plans):

- _____ Addition/ Remodel Bathroom _____ Addition/Remodel Kitchen
- _____ Addition/Remodel Living Area(s) ** _____ Addition/Remodel Garage
- _____ Addition/Remodel of Out- Building _____ Construction of new home
- _____ New construction/repair/partial replacement of fence on property
- _____ Other addition or remodeling of _____

THE STATE OF TEXAS
COUNTY OF HARRIS

On this _____ day of _____, 2011, in Houston, Harris County, Texas,

Printed Name of Applicant

Printed Name of Applicant

Signature of Applicant

Signature of Applicant

"Applicant" signed and acknowledged before me, his/her Statement of Intent of Building Use for the attached building and/or remodeling plans.

Notary Public in and for the State of Texas
My Commission Expires: _____

** I am fully aware that the current Deed Restrictions of Shepherd Forest strictly prohibit the building, alteration, or placement of any building other than one single family dwelling (no separate living quarters) and a private garage for not more than two cars and other out-buildings incidental to residential use. Please consult your Deed Restrictions for specific information related to your proposed building plans. **Submit this completed and notarized form, along with your plans, maps, photographs, drawings and/or descriptions (including height, length, width, dimensions) of your project to the Shepherd Forest Civic Club Architectural Committee, P.O. Box 925282, Houston, Texas, 77252-9282.** Please do not commence work until you receive a written response from the Shepherd Forest Civic Club Architectural Committee.



Committees

These are the groups of wonderful volunteers that make our various neighborhood programs run. The more help we have, the more fun it is for everyone. Time commitment is as needed, but very manageable given that most of our volunteers also have full-time jobs.

Welcoming Committee

- Puts together and delivers welcome packets to new neighbors
- Welcome packets include useful neighborhood information and coupons from local businesses

Beautification Committee

- Coordinates yard of the month competitions
- Spearheads occasional beautification initiatives such as neighborhood cleanups

Security Committee

- Coordinates our Citizens on Patrol program
- Identifies and communicates ideas to make the neighborhood safer

Deed Restriction Committee

- Identifies items that are not in compliance with Shepherd Forest deed restrictions
- Coordinates communication regarding violations and remedies with Board of Directors

Social Committee

- Coordinates events aimed at increasing the neighborhood's sense of community, such as the Christmas Party, Easter Egg Hunt, Fall Picnic and Shepherd Forest socials.