

**FOREST PINES
SUBDIVISION**

**FOREST PINES SUBDIVISION
SECTION ONE**

DE LANGE LANE 5502 THRU 5819
DE MILO DRIVE 5502 THRU 5726
VERDOME LANE 5502 THRU 5819
VIKING DRIVE 5502 THRU 5819

**FOREST PINES SUBDIVISION
SECTION TWO-A**

ACORN STREET 5511 THRU 6027
CHRYSTELL LANE 5702 THRU 6023
HOOVER STREET 5702 THRU 6034
MARY LOU DRIVE 5002 THRU 5042
NORTHRUP DRIVE 4803 THRU 5027
WEeping WILLOW 5703 THRU 6023

**FOREST PINES SUBDIVISION
SECTION TWO-B**

DE LANGE LANE 5902 THRU 6023
DE MILO DRIVE 5802 THRU 6107
NORTHRUP DRIVE 4603 THRU 4722
VERDOME LANE 5902 THRU 6023
VIKING DRIVE 5902 THRU 6035

Deed Restrictions

Forest Pines

Section One

Being a replat of 32.146 Acres out of blocks out of 87, 88, 101, 102, 103, 104, 117, 118, and all parts of blocks 84, 85, 86,89, 100, 105 and 116 of the Rosslyn Addition in the Joseph Bays survey, A-127

Harris County, Texas

Filed In Deed Records, volume 5186 pages 499 - 514

Film # 092-12-1238 thru 092-12-1253

Marvy A. Finger, Trustee

Beatty Oldham, Trustee

153 Lots - 6 Blocks - August, 1962

H. Platt Thompson Engineering Company

Houston, Texas

* Page numbering differs from certified copy due to change in paper size (legal to letter size)

DEED RESTRICTIONS

FOREST PINES
SECTION ONE

The State Of Texas §

§

County Of Harris §

Whereas, Marvy A. Finger, Trustee, is the owner of those certain lots or parcels of land in the Joseph Bays Survey, Abstract No. 127, in Harris county, Texas, being all of the 32.146 acres of land included in the FOREST PINES, SECTION ONE as shown in the Subdivision Plat of FOREST PINES, SECTION ONE, recorded in Volume 98, page 45, Map Records of Harris County, Texas, reference being here made to said Subdivision Plat of FOREST PINES, SECTION ONE and the record thereof for all purposes and for a complete description of the lots and parcels of land affected by this instrument, and

Whereas, Mortgage and Trust, Inc. is the owner and holder of a deed of trust lien affecting FOREST PINES, SECTION ONE.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT, that Marvy A. Finger, Trustee, as owner of the above described lands and MORTGAGE AND TRUST, INC., as owner and holder of a deed of trust lien upon said lands, covenant and agree that the said lands in FOREST PINES, SECTION ONE, herein above described and identified are held, and shall thereafter be conveyed, subject to covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

The word "street" as used herein shall include any street, drive, boulevard, road, lane, avenue, or any place shown on the recorded plat as a thoroughfare.

A "corner lot" is one that abuts on more than one street.

Any lot, except a corner lot, is deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street designated by the Architectural Control Committee as hereinafter provided.

The terms "lot" or "residential lot" as used herein shall be deemed to refer to the various lots in FOREST PINES, SECTION ONE, shown in the plat thereof but neither of said terms shall be deemed to refer to or include the strip of land adjoining Antoine Drive and marked "50' strip dedicated for widening of Antoine Drive" on the plat of FOREST PINES, SECTION ONE.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of the lots as a restricted subdivision, the following restrictions upon the use of the lots included in said FOREST PINES, SECTION ONE, are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of Marvy A. Finger, Trustee, his successors and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed affecting the lots, and any of same, as though incorporated fully therein. Further, these restrictions are hereinafter set forth shall be and are hereby imposed upon each lot in FOREST PINES, SECTION ONE, above identified, and shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of Marvy A. Finger, Trustee and MORTGAGE AND TRUST INC. and their respective successors and assigns and all subsequent purchasers of the lots, and each such purchaser by virtue of accepting a contract or deed covering the lots, and any of same, shall be subject to and bound by such restrictions, covenants and conditions and by the terms of this instrument as hereinafter set forth.

Use Of Land - General

(a) None of the lots in FOREST PINES SECTION ONE, shall be used for anything

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other than residential purposes.

- (b) 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 lease, or signs used by the builder to advertising the property during the construction and sales period.
- (c) No animal, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
- (d) No trade or business activity shall be carried on upon any lot in FOREST PINES, SECTION ONE, nor shall anything be done thereon which may be or may become noxious or offensive or an annoyance or nuisance to the neighborhood.
- (e) No spiritous, vinous or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale, on any lot in FOREST PINES, SECTION ONE, or any part thereof, nor shall any lot or any part thereof be used for illegal or immoral purposes.
- (f) No truck, bus or trailer, shall be left parked in the street in front of any lot except as construction or repair equipment while a house or houses are being built or repaired in the immediate vicinity, and no truck, bus, boat or trailer shall be left parked in any driveway or any other portion of the lot exposed to public view.

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ARCHITECTURAL AND OTHER SPECIFIC RESTRICTIONS

No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot or homesite in FOREST PINES, SECTION ONE, until the complete plans and specifications have been submitted to and approved in writing (as provided hereinafter) by the Architectural Committee as hereinafter constituted. Such approval is to include exterior design, the type of materials to be used, quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation and the colors to be applied on the exterior of the structure, and such approval is to be based on the applicable requirements and restrictions set out herein.

- (a) Except as to lots 19 through 24 inclusive in Block Two; lots 19 through 22 inclusive lots 39 through 42 inclusive and lots 59 through 62 inclusive in Block Three, no dwelling shall be erected or placed on any lot having a width of less than 59 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area less than 6195 square feet. No dwelling shall be erected or placed on any of lots 19 through 24 inclusive in Block Two; lots 19 through 22 inclusive, lots 39 through 42 inclusive and lots 59 through 62 inclusive in Block Three, unless the lot has a width of 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any of said lots having an area of less than 5600 feet.
- (b) No structure shall be erected on any residential lot or any part or parts of any one or more lots other than one detached and single - family dwelling not to exceed two (2) stories in height and a garage (not to exceed a three (3) car garage.)
- (c) No structure shall be moved onto any residential lot.

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- (d) No trailer, basement, tent, shack, garage, barn or other out-building erected on any

residential lot or on any part thereof shall at any time be used as a residence, except as provided in paragraph © below, nor shall any residence of a temporary character be permitted. No temporary building shall be erected or maintained on any residential lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, lands, streets or easements, and at completion of construction, the temporary building must be removed immediately. No temporary building or structure shall be used for residential purposes during construction.

- (e) No garage apartment for rental purpose shall be permitted on any residential lot. Living quarters on property other than in the main building on any residential lot may be used for bonafide servants only.
- (f) All improvements shall be constructed on a residential lot so as to front the street upon which lot faces.
- (g) The Architectural Committee is granted the right to designate the direction in which the improvements on any corner residential lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.
- (h) Dwellings on corner residential lots shall have a presentable frontage on all streets on which that particular lots fronts.
- (i) No residence shall be constructed on any lot or building site in FOREST PINES, SECTION ONE, for less actual cost than \$12,000.00. Such restriction as to the value of improvements is to be given consideration based upon labor and material

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cost as of May 1, 1963, and all future value of improvements is to be given

consideration based upon comparative cost of labor and material at the time of construction, using the basic value herein above given.

- (j) No residence shall be constructed on any residential lot or building site in FOREST PINES, SECTION ONE, with, (1) in the case of a single story residence with than less one thousand two hundred (1200) square feet of ground floor area exclusive of porches and garage, and (2) in the case of a one and one-half story residence or

a two story residence, with less than eight hundred (800) square feet of ground floor area and a total living area of one thousand two hundred (1200) square feet exclusive of porches and garage.

- (k) Subject to the qualification set out hereinafter, the building line of any residence to be erected upon any residential lot or building site shall be:

- (1) Front building line - as shown on the subdivision plat of FOREST PINES, SECTION ONE.
- (2) Rear building line - not nearer than fifteen (15) feet to the rear lot line.
- (3) Side building lines - not less than five (5) feet from the side property line; provided that the "side property lines" herein referred to shall be deemed to be the actual side property lines of the building site upon which any residence is to be erected, without regard to the side lines of any of the above subdivided lots shown on the subdivision plat and included in the said building site; and provided further that when any side property line of any building site faces and is immediately adjacent to any street shown on the subdivision plat of FOREST PINES, SECTION ONE, the particular side building line adjacent to said street shall not be less than ten (10) feet from the right-of-way line of said street.

Provided further, however, that in the event the map or plat of FOREST PINES, SECTION ONE, expressly prescribes a different and greater rear or side building line than is set out herein above with respect to any particular lot covered hereby, the particular rear or side building line or lines prescribed in said map or plat shall control over the herein above stated rear or side building line.

*** (In the original set of deed restrictions for Forest Pines, Section One, item (k) appears twice, once on page 8 and once on page 9. That error is reflected in this set of deed restrictions for continuity.)**

- (k) No fence , wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner residential lot or on any tract abutting on two streets within the triangular areas formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any such residential lot within ten (10) feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height as to prevent obstruction of such sight-lines. Further, no fence or wall in excess of six (6) feet in height at any point thereon, measured from ground level perpendicularly to the top thereof shall be placed or permitted to remain on any residential lot; and no fence or wall shall be placed or permitted to remain on any residential lot in the area between any street adjoining same and the front building line or side street building line or side street building line running parallel to said street on said lot as herein above prescribed.
- (l) No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot.

- (m) No detached garage, servant's house or other outbuilding of any kind shall be erected on any residential lot nearer than Sixty (60) feet to the front property line, nor nearer than the easement on the rear or side property line of the said lot, nor nearer than three (3) feet to the side property line.

This does not apply to garage or servant's quarters when attached to the main residence, but any servant's quarters attached to the main residence must be in the rear of same. No outside toilets will be permitted.

No outbuildings on any residential lot shall exceed in heights the dwelling to which they are appurtenant.

Every such outbuilding except a greenhouse shall correspond in style and architecture to the dwelling which it is appurtenant.

- (n) Masonry: Masonry as used and required herein shall include brick, brick veneer, stone, stone veneer, or other masonry type of construction, but with it being understood that this other type of masonry construction does not include asbestos shingles or other similar fireproof boarding, and exterior walls and elevations so used herein shall exclude gables, doors and windows and garages. The exterior walls of all residences shall be no less than 51% masonry.
- (o) No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the street or between the street and the property line.
- (p) No stumps, trees, underbrush or any refuse of any kind or scrap material from the improvements being erected on any residential lot or any building site shall be

placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the residential lot or building site on which construction is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

- (q) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands in FOREST PINES, SECTION ONE, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of said lands. No derricks or other structure designed for use in boring for oil or natural gas, shall be erected , maintained or permitted upon any part of said lands.
- (r) At no time shall any house trailer, or any truck, trailer or commercial vehicle having a rated load capacity in excess of One (1) ton, ever be parked overnight or stored on any residential lot nor shall any such house trailer, or any such truck, trailer or commercial vehicle having a rated load capacity in excess of One (1) ton be parked on any street in FOREST PINES, SECTION ONE, at any time other than may be reasonably required incident to construction work or delivery or pick-up of goods, wares, property or materials to and from lands in said subdivision.
- (s) Notwithstanding anything to the contrary expressed herein, during the construction period but in no event after December 31, 1966, Marvy A. Finger, individually, or as Trustee, and in any partnership in which he may be a partner and any corporation of which he may be either a shareholder, officer or director, and such other developers in FOREST PINES, SECTION ONE, as Marvy A. Finger may designate shall have the right to maintain offices, lumberyards and warehouses on any lot or lots in FOREST PINES, SECTION ONE, without any action being considered a violation of these resolutions.

Architectural Committee

Marvy A. Finger, S.M. Fox and Earl H. Smith Jr., all of Houston, Harris County, Texas, are hereby designated and appointed as the Architectural Committee, which committee, and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions. A majority of such committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member or members of the committee, the remaining member or members shall have the full right and authority to designate a successor member or members. Neither the members of such committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. . All appointments and designations of persons as successors to the committee shall be made in writing as a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. At any time the then recorded owners of a majority of the residential lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Committee or to withdraw from the committee or to restore to it any of its powers and duties. Any such instrument affecting the committee shall show the property owned by each owner signing same, and in the case of property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in the cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

The Architectural Committee's approval or disapproval as required in these restrictions shall be in writing. In the event such committee, or its designated representative, fails to approve or disapprove any design or location within thirty (30) days after 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 the related covenants and restrictions set out

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herein shall be deemed to have been fully complied with.

Duration Of Restrictions

These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument is signed by the then recorded owners of a majority of the residential lots has been recorded, agreeing to change said covenants in whole or part.

Right To Enforce

The restrictions herein set forth shall be binding upon MARVY A. FINGER, TRUSTEE and MORTGAGE AND TRUST, INC. And their respective heirs, successors and assigns and all parties claiming by, through or under the, or any of them, and all subsequent property owners of said above identified lands, and any part of same, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such person, firm or corporation shall be liable except in respect to breaches committed during it's, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgement or court order will in nowise affect any of the other provisions which shall remain in full force and effect.

11.

MARVY A. FINGER, TRUSTEE, his heirs, successors and assigns, shall have the right, but not the duty, to enforce observance and performance of these restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot, lots or land affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

Easements

It is agreed that all sales and conveyances of the above identified lands in FOREST PINES, SECTION ONE, shall be subject to dedicated easements and rights of way shown on the map or plat thereof, and to any utility easements over, under, along and across such portions of each lot and tract, as are reflected on said map or plat, for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, and pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service or function, with the right to access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities to remove any or all obstructions on said easement right of way, caused by trees, brush or shrubs, either on or overhanging such right of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of FOREST PINES, SECTION ONE, and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid. The utilities may be placed upon the streets as designated on said plat as said streets may be used for utilities as well as for traffic and other street purposes. There is also reserved and dedicated herewith for the use of all public utility companies the easements for down guy anchors and push braces adjacent to the dedicated utility easements affecting the above identified lands, as shown on the map of said

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PINES, SECTION ONE. There is also reserved and dedicated herewith for the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all dedicated utility easements on the above identified lands as shown on the map of said FOREST PINES, SECTION ONE.

Joinder Of Lienholder

MORTGAGE AND TRUST, INC. Joins in the execution hereof solely in its capacity as a lienholder as set out herein above.

EXECUTED on this the 11th day of July, 1963

Marvy A. Finger, Trustee

MORTGAGE AND TRUST, INC.

President

Deed Restrictions

Forest Pines

Section Two - A

Harris County, Texas

Being a replat of the Joseph Bays Survey, abstract No. 127, in Harris County, Texas, being all of the 54.919 acres of land included in FOREST PINES, SECTION TWO-A AS shown in the sub-division Plat of FOREST PINES, SECTION TWO-A, recorded in Volume 118, Page 24, Map Records of Harris County, Texas reference being here made to said Sub-division Plat of FOREST PINES, SECTION TWO-A and the record thereof for all purposes and for a complete description of the lots and parcels of land affected by this instrument.

**Filed In Deed Records, Volume 5613 Pages 387 - 404
Film # 014-29-0793 thru 014-29-0810**

T. E. Webster, Trustee

Beatty Oldham, Trustee

August 5th 1964

* Page numbering differs from certified copy due to change in paper size (legal to letter size)

DEED RESTRICTIONS

FOREST PINES

SECTION TWO-A

STATE OF TEXAS §

§

COUNTY OF HARRIS §

WHEREAS, T. E. Webster is the owner of those certain lots or parcels of land in the Joseph Bays Survey, abstract No. 127, in Harris County, Texas, being all of the 54.919 acres of land included in FOREST PINES, SECTION TWO-A AS shown in the sub-division Plat of FOREST PINES, SECTION TWO-A, recorded in Volume 118, Page 24, Map Records of Harris County, Texas reference being here made to said Sub-division Plat of FOREST PINES, SECTION TWO-A and the record thereof for all purposes and for a complete description of the lots and parcels of land affected by this instrument.

WHEREAS, Beatty Oldham, Trustee, and Brentwood, Builders. Inc. are the owners and holders of deed of trust liens affecting FOREST PINES, SECTION TWO-A.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That T. E. WEBSTER, as owner of the above described lands and Beatty Oldham, Trustee, and Brentwood Builders, Inc. as owners and holders of deed of trust liens upon said lands, covenant and agree that said lands in FOREST PINES, SECTION TWO-A, herein above described and identified are held, and shall thereafter be conveyed, subject to covenants, conditions, stipulations, easements, and restrictions as hereinafter set forth.

The word "street" as used herein shall include any street, drive, boulevard, road, lane, avenue, or any place as shown on the recorded plat as a thoroughfare.

A "corner lot" is one that abuts on more than one street, any lot except a corner lot, is deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street designated by the Architectural Committee as herein provided.

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The terms "lot" and "residential lot" as used herein shall be deemed to refer to the

various residential lots in FOREST PINES, SECTION TWO-A, shown in the plat thereof but neither of said terms shall be deemed to refer to or include Commercial Tracts "D" or "E" designated "UNRESTRICTED" in the recorded Plat of Forest Pines, SECTION TWO-A.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of the lots as a restricted subdivision, the following restrictions upon the use of the lots included in said FOREST PINES, SECTION TWO-A, are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of T.E. WEBSTER, his successors and assigns, and same shall be considered a part of each contract and deed affecting the lots, and any of same, as though incorporated fully therein. Further, these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot in FOREST PINES, SECTION TWO-A, above identified, and same shall constitute covenants running with

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land and shall be binding upon, and shall inure to the benefit of T. E. WEBSTER, Betty Oldham, Trustee, and Brentwood Builders, Inc. and their respective heirs, successors and assigns and all subsequent purchasers of the lots, and each such purchaser by virtue of accepting a contract or deed covering the lots, and any of same, shall be subject to and bound by such restrictions, covenants and conditions and by the terms of this instrument as hereinafter set forth.

USE OF LAND - GENERAL

(a) None of the lots in FOREST PINES, SECTION TWO-A, shall be used for anything other than residential purposes.

(b) 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 builder to advertise the property during the construction and sales period.

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

(d) No trade or business activity shall be carried on upon any lot in FOREST PINES, SECTION TWO-A, nor shall anything be done thereon which may be or become noxious or offensive or an annoyance or nuisance to the neighborhood.

(e) No spiritous, vinous, or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale, on any lot in FOREST

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PINES, SECTIONS TWO-A, or any part thereof, nor shall any lot or any part thereof be used for illegal or immoral purposes.

(f) No truck, bus or trailer, shall be left parked in the street in front of any lot except as construction or repair equipment while a house, or houses are being built or repaired in the immediate vicinity, and no truck, bus, boat or trailer shall be left parked in any driveway or other portion of the lot exposed to public view.

ARCHITECTURAL AND OTHER SPECIFIC RESTRICTIONS

No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any lot or homesite in FOREST PINES, SECTION TWO-A, until the complete plans and specifications have been submitted to and approved in writing (as provided hereinafter) by the Architectural Committee as hereinafter constituted. Such approval is to include exterior design, the type of materials to be used, quality of

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ship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation and the colors to be applied on the exterior of the structure, and such approval is to be based on the applicable requirements and restrictions set out herein,

(a) Except as to lots 9 and 10, BLOCK 18; 5, 6, 15, 16, 17, Block 11; 28, 31, 40, 43 Block 17, no dwelling shall be erected or placed on any lot having a width of no less than 58 feet at the minimum setback line. Except as to lots 27, 32, 39, 44 Block 17, no dwelling shall be erected or placed on any having an area of less than 6300 square feet. No dwelling shall be erected or placed on any lot or re-subdivision of lots having an area of less than 5700 square feet.

(b) No structure shall be erected on any residential lot or any part of a lot or parts of one or more lots other than one detached and one single-family dwelling not to exceed two (2) stories in height and a garage (not to exceed a three (3) car garage.)

(c) No structure shall be moved on to any residential lot.

(d) No trailer, basement, tent, shack, garage, barn or other out-building erected on any residential lot or on any part thereof shall at any time be used as a residence, except as provided in paragraph (e) below, nor shall any residence of a temporary character be permitted. No temporary building shall be erected or maintained on any residential lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which the construction is in progress and not on an adjoining lots, lands, streets or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

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(e) No garage apartment for rental purposes shall be permitted on any residential lot. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.

(f) All improvements shall be constructed on a residential lot so as to front the street upon which such lot faces.

(g) The Architectural Committee is granted the right to designate the direction in which the improvement on any corner residential lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.

(h) Dwellings on corner residential lots shall have a presentable frontage on all streets on which that particular lot faces.

(i) No residence shall be constructed on any lot or building site in FOREST PINES, SECTION TWO-A, for less actual cost than \$12,000.00. Such restriction as to the value of the improvements is to be given consideration based upon labor and material cost as of June 1, 1964, and all future value of improvements is to be given consideration based upon comparative cost of labor and material cost at the time of construction, using the basic value herein above given.

(j) No residence shall be constructed on any residential lot or building site in FOREST PINES, SECTION TWO-A, with (1) in the case of a single story residence with less than one thousand two hundred (1,200) square feet of ground floor area exclusive of porches and garage, and (2) in the case of a one and one-half story residence or a two story residence, with less than eight hundred (800) square feet of ground floor area and a total living area of one thousand two hundred (1,200) square feet exclusive of porches and garage.

(k) Subject to the qualification set out hereinafter, the building lines of any residence to be erected upon any residential lot or building site shall be:

(1) Front building line - as shown on the subdivision plat of FOREST PINES, SECTION TWO-A.

(2) Rear building line - not nearer than fifteen (15) feet from the rear lot line.

(3) Side building line - not less than five (5) feet from the side property lines; provided that the "side property lines" herein referred to shall be deemed to be the actual side property lines of the building site upon which any residence is to be erected, without

regard of the side lines to any of the above subdivided lots shown in the subdivision plat and included in said building site; and provided further that when any side property line of any building site faces and is immediately adjacent to any street shown on the subdivision plat of FOREST PINES, SECTION TWO-A, the particular side building line adjacent to

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said street shall be not less than ten (10) feet from the right-of-way of said street.

Provided further, however, that in the event the map or plat of FOREST PINES, SECTION TWO-A, expressly prescribes a different and greater rear or side building line than is set out herein above with respect to any particular lot covered hereby, the particular rear or side building line or lines prescribed in said map or plat shall control over the herein above stated rear or side building line.

(l) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner residential lot or on any tract abutting on two streets within the triangular area formed by the intersecting street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any such residential lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Further, no fence or wall in excess of six (6) feet in height at any point thereon, measured from ground level perpendicularly to the top thereof shall be placed or permitted to remain on any residential lot; and no fence or wall shall be placed or permitted to remain on any residential lot in the area between any street adjoining same and the front building line or side street building line running parallel to said street on said lot as herein prescribed.

(m) No radio or television aerial wires or antennas shall be maintained on any portion of any residential lot forward of the front building line of said lot.

(n) No detached garage, servant's house or other out-building of any kind shall be erected on any residential lot nearer than sixty (60) feet to the front property line, nor nearer than the easement or rear or side property line of said lot, nor nearer than three (3) feet to the side property line.

This does not apply to garage's or servant's quarters attached to the main residence, but any servant's quarters attached to main residence must be in rear of same. No outside toilets will be permitted.

No outbuildings on any residential lot shall exceed in heights the dwelling

to which they are appurtenant.

Every such outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

(o) Masonry: Masonry as used and required herein shall include brick, brick
5.

vener, stone, stone veneer, or other masonry type of construction, but with it being understood that this other type of masonry construction does not include asbestos shingles or other similar fireproof boarding, and exterior walls and elevations as used herein shall exclude gables, doors and windows and garages. The exterior walls of all residence shall be not less than 51% masonry.

(p) No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line.

(q) No stumps, trees, underbrush or any refuse of any kind or scrap material from the improvements being erected on any residential lot or any building site shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the residential lot or building site on which construction is

in

progress, and at the completion of such improvements, such material must be immediately removed from the property.

(r) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands in FOREST PINES, SECTION TWO-A, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of said lands. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any part of said lands.

(s) At not time shall any house trailer, or any truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton, ever be parked overnight or stored on any residential lot nor shall any such house trailer, or any such truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton, be parked on any street in FOREST PINES, SECTION TWO-A, at any time other than as may be reasonably required incident to construction work on or delivery or pick-up of goods, wares, property or materials to or from lands in said subdivision.

(t) Notwithstanding any thing to the contrary expressed herein, during the

construction period but in no event after December 31, 1967, T. E. WEBSTER, and any partnership in which he may be a partner and any corporation of which he may be either a shareholder, officer or director, and such other developers in FOREST PINES, SECTION TWO-A, as T. E. WEBSTER may designate shall have the right to maintain officers, lumberyards and warehouses on any lot or lots in FOREST PINES, SECTION TWO-A, without such action being considered a violation of these restrictions.

6.

ARCHITECTURAL COMMITTEE

T. E. WEBSTER, E. L. WALKER AND BUCK GREEN, all of Houston, Harris County, Texas, are hereby designated and appointed as the Architectural Committee, which Committee, and its successors, are hereby vested with the full right and authority to act as such under the provision of these restrictions. A majority of such Committee shall have the right to designate a representative to act or it in all matters arising hereunder. In the event of the death or resignation of any member or members of the Committee, the remaining member or members shall have the full right and authority to designate a successor member or members. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be

filed

for record in Harris County, Texas. The powers and duties of the Committee as from

time

to time constituted, shall continue in force during the effective period of the restrictions hereby created. At any time the then records owners of a majority of the residential lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Committee or to withdraw from the Committee or restore to it any of its powers and duties. Any such instrument affecting said Committee shall show the property owned by each owner signing same, and in case property is

owned

by man and wife as community property, the signature of the husband alone shall be sufficient, except that incases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

The Architectural Committee's approval or disapproval as required in these restrictions shall be in writing. In the event such committee, or it's designated representative, fails to approve or disapprove any design or location within thirty (30) days after the 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 the related covenants and restrictions set out herein shall be deemed to have been fully complied with.

DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of forty (40) years from the date these covenants

are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then recorded owners of a majority of the residential lots and has been recorded, agreeing to change said covenants in whole or in part.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon T. E. Webster, Beatty
7.

Oldham, Trustee, and Brentwood Builders Inc. and their respective heirs, successors and assigns and all parties claiming by, through or under the, or any of them, and all subsequent property owners, of said identified lands, and any part of same, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions; provided, however, that no such person, firm or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgement or court order will in nowise affect any of the other provisions which shall remain in full force and effect.

T. E. Webster, his heirs, successors and assigns, shall have the right, but not the duty, to enforce observance and performance of these restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot, lots or land affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyances of the above identified lands in
FOREST

PINES, SECTION TWO-A, shall be subject to dedicated easements and rights of way shown on the map or plat thereof, and to any utility easements over, under, along and across such portions of each lot and tract, as are reflected on said map or plat, for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and / or any equipment necessary for the performance for any public or quasi-

public utility service and function , with the right to access thereto for the purpose of further construction, service or repairs. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right of way, caused by trees, brush or shrubs, either on or overhanging such right-of way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of FOREST PINES, SECTION TWO-A, and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid. The utilities may be placed upon the streets as designated on said plat as said streets may be used for utilities as well as for traffic and other street purposes.

There is also reserved and dedicated herewith for the use of all public utility companies the easements for down guy anchors and push braces adjacent to the dedicated utility easements affecting the above identified lands, as shown on the map of said

8.

FOREST PINES, SECTION TWO-A. There is also reserved and dedicated herewith for the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all dedicated utility easements on the above identified lands as shown on the map of said FOREST PINES, SECTION TWO-A.

JOINDER OF LIENHOLDER

T. E. Webster, Beatty Oldham, Trustee, and Brentwood Builders, Inc. join in the execution hereof solely in their capacity as lienholders as set out hereinabove

EXECUTED on this the 3rd day of August 1964

T. E. Webster

Beatty Oldham, Trustee

Deed Restrictions Forest Pines

Section Two - B

Harris County, Texas

Being A replat of 23.124 acres out of blocks 7 and 8 and parts of blocks 2, 4, 5, 6, 9 and 10 in FOREST PINES, SECTION TWO-B in the Joseph Bays Survey, A-127, in Harris County, Texas. Recorded in Volume 118, Page 19, of the Map Records of Harris County, Texas. Reference being made here to said Sub-division Plat of FOREST PINES, SECTION TWO-B and the record of thereof for all purposes and for a complete description of the lots and parcels of land affected by this instrument.

**Filed In Deed Records, Volume 8049 Pages 589 - 591
Film # 117-36-1229 thru 117-36-1231**

**Brentwood Builders, Inc.
Marvy A. Finger, President
S.M. Fox, Secretary**

116 Lots - 8 Blocks - February, 1964

**H. Platt Thompson Engineering Company
Houston, Texas**

* Page numbering differs from certified copy due to change in paper size (legal to letter size)

DEED RESTRICTIONS

FOREST PINES

SECTION TWO-B

Restrictive Covenants

STATE OF TEXAS §

§

COUNTY OF HARRIS §

Known all Men By These Presents:

For the purpose of creating and carrying out a uniform plan for the improvement and sale of FOREST PINES, SECTION TWO-B, an addition to the City Of Houston, Harris County, Texas, Precision Homes INC., a Texas Corporation, acting herein and through it's duly authorized officers, owners of FOREST PINES, SECTION TWO-B, desire to restrict the use and development of the property in order to insure it will be a properly restricted residential area.

Property Restricted:

These restrictions shall apply to all of the lots in FOREST PINES, SECTION TWO-B, an addition to the City Of Houston, Harris County, Texas as shown by the plat of said FOREST PINES, SECTION TWO-B, filed for record under Volume 118, Page 19, of the Map Of Records of Harris County, Texas. Except that the following properties are excluded from these restrictions:

Lot 4, block 2; Lots 32, 35, 37, and 39 through 47 (Inclusive), Block 2; Lot 28, Block 4, Lots 1 thru 6 Inclusive), Block 7; Lots 15 thru 24 (Inclusive), Block 8; Lots 31, 34 and 43, Block 9, FOREST PINES, SECTION TWO-B.

Term Of Restrictions:

These restriction shall be covenants running with the land and shall be binding on all parties and persons owning any of the lots in said FOREST PINES, SECTION TWO-B, (less those lots excepted), affected by these restrictions from the present time until May 1, 2010. The then owners of a majority of the lots affected by these restrictions (regardless of the square foot area of the respective lots) may, by a written instrument executed and filed of record not more than six (6) months prior to May 1, 2010, or executed and filed of record not more than Six (6)

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months prior to October 1, of any five (5) year period after May 1, 2010, change these

restrictions, covenants, and conditions in whole or in part as to all of said property, or as to any part thereof. The execution of said written instrument shall include acknowledgments thereof in the manner entitling the same to be placed of record, but said instruments need not be all under one covenant but may be several different instruments.

Parties Entitled to Enforce:

These restrictions shall be binding upon each owner of any lot or lots affected thereby and each owner of a lot affected by these restrictions shall have the right to enforce these restriction in law or in equity against the person or persons violating or attempting to violate any such restriction. If any of these restrictions are invalid or declared to be invalid by any judgement of a Court of competent jurisdiction , the same shall not effect any of the other restrictions or provisions hereof, but such other restrictions and provisions hereof shall remain in full force and effect as each restriction and provision hereof is separate.

Restrictions:

- (1) all of the lots affected by these restrictions shall be used for residential purposes only and no part of any lot affected hereby shall be used for any type business.
- (2) Parts of two more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage not be less than the minimum frontage of lots in the same block facing the same street.
- (3) Masonry as used and required herein shall include brick, brick veneer, stone, stone veneer, concrete or other masonry type of construction, but with it being understood that this other type of masonry construction does not include asbestos shingles, nor other similar fireproof boarding, and exterior walls and elevations as used herein shall exclude gables, doors and windows.

(a) The exterior walls of the front elevation of all residences shall not be less than fifty (50%) per cent masonry.

(b) In addition, the exterior walls on the street side elevations on all
corners shall be of masonry up to the window sills.

- (4) No trade or business and no noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood, and no cattle, rabbits, swine, horses, sheep, goats, or other livestock or fowl shall be kept on any part of said property but this shall not prohibit the keeping of dogs or cats as personal pets, but the keeping of such pets shall not be done in such a way as to be obnoxious or offensive to the neighborhood or the adjoining property owners.

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- (5) No trailer, basement, tent, shack, garage, barn or other similar building erected on

any of said property shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

- (6) No structure shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling and a private garage. There may be servant's quarters in connection with the garage. The floor area of the main dwelling, exclusive of porches, garages and servant's quarters, shall contain not less than twelve hundred (1200) square feet in the case of a one-story dwelling and not less than fourteen hundred & fifty (1450) square feet in the case of a two-story dwelling, with Cape Cod Architecture or other one & one-half story architecture being classed as two stories. Any dwelling which does not comply with these provisions shall be made to comply or shall be removed from said lot.
- (7) No building shall be erected, placed, or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of the workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finish grade elevations. Approval therefore shall be as provided in paragraph 20 hereof.
- (8) No building shall be located nearer to the front line or nearer to the side street line than the building set-back lines as shown on the recorded plat. No building shall be located nearer than five (5) feet to any inside lot line except that the said line restriction shall not apply to a detached garage or other out-building. Detached garages, or other out-buildings shall be located at least three (3) feet from the side line. No main dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line.
- (9) No fence, wall, hedge, or mass planting shall be permitted to be nearer to any street than the minimum set-back lines, except on corner lots where the side fence may be Five (5) feet nearer the street than the building set-back line.
- (10) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.
- (11) 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 structures for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, provided, however, that the existence of the

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present facilities and activities in connection therewith on pipeline easements

shown on said plat shall not be deemed a violation of this restrictive covenant.

- (12) 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.
- (13) No building, whether a residence or otherwise, shall be moved on to a lot affected hereby.
- (14) Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Until a home or residence is built on a lot, the undersigned, or their judgement, and may have dead trees, shrubs, and other plants removed from the property, and the owner of said lot or tract of land shall be held to the acceptance of a deed thereto to be obligated to pay and reimburse them for the cost of such work.
- (15) An easement for utility installations and maintenance thereof and ingress and egress of the grantor and all other authorized to make such installations and maintain the same is reserved over the property and the easements affecting said lots are reserved as shown on said recorded plat and in accordance with same, whether such easement is over the rear property line or over the side property line. Said utility easements are for all utilities now or thereafter to be installed in said locations according to custom and usage from time installed in said locations according to custom and usage from time to time. The utilities may be placed upon the streets as designated on said plat as said streets may be used for utilities as well as for traffic and other street purposes.
- (16) Violation of any restriction, condition, or covenant affecting any lot as provided for therein shall give the undersigned the right to enter upon such property where said violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass and the remedy provided for herein shall be cumulative of and thereof, and shall be in addition to the remedies of the other property owners affected by these restrictions and covenants.
- (17) No truck, bus or trailer, shall be left parked in the street in front of any lot except as construction or repair equipment while a house or houses are being built or repaired in the immediate vicinity, and no truck, bus, boat or trailer, shall be left parked in the driveway or other portion of the lot exposed to public view.

- (18) Membership of the Architectural Control Committee is composed of the following:

<u>Names</u>	<u>Addresses</u>
H. R. Wieghat	142 West Mt. Houston Rd., Houston, Texas 77037
F. L. Andry	142 West Mt. Houston Rd., Houston, Texas 77037
James E. Lewis	142 West Mt. Houston Rd., Houston, Texas 77037

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor it's designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

At any time, the record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of it's powers or duties.

Procedure Of Control Committee:

- (19) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or it's designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

EXECUTED on this the 1st day of May, A.D. 1970.

Precision Homes, Inc.

V. Gilbert
Assistant Secretary

H. R. Wieghat
President

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this date personally appeared H. R. Wieghat, President of Precision Homes, Inc., known to me the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set out and as the act and deed of said Precision Homes, Inc.

Given under my hand and the seal of office this 22nd day of June, 1970.

**DeAlva Jean Backer
Notary Public in and
for Harris County, Texas**