

MOSS OAKS SECTION I DEED RESTRICTIONS

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The following deed restrictions were transcribed from the original and do not represent legal documents. Any inaccuracies in these transcriptions are not the responsibility of the Shadow Oaks Civic Association or any of its members.

That we, Fred E. Porter, G.R. Mitchell, Sam W. Rogers, being the owners of the hereafter described property, and George Schaper (sometimes known as Louis George Schaper) and wife, Daisy Schaper being the lien holders on the hereinafter described property, hereby adopt the following restrictions, covenants, and conditions which shall be deemed to be covenants running with the land, said property being more fully described as follows:

All of MOSS OAKS, a subdivision of 16.7197 acres of land out of the George Bellows Survey, in Harris County, Texas, according to the plat or map thereof filed under clerk's file #1198937 on the 26th day of November, 1953, in the Office of the County Clerk of Harris County, Texas.

Said restrictions being as follows, to wit:

1. Each lot shall be used for residence purposes only, and no structure shall be erected on any residential building plot other than one detached single dwelling, and the necessary outbuilding required in connection with the residence located on said premises.
2. No garage apartment or temporary structure shall be erected or moved onto any lot or lots and used as a residence. No residence consisting of less than One Thousand (1,000) square feet of living area shall be erected or moved onto any lot or lots, and all wood shall be painted with not less than two (2) coats of paint.
3. No house or other improvements shall be constructed upon said property within less than twenty-five (25') feet from the front line of said property and within less than five (5') feet from the side lines of said property.
4. No surface or open toilet or outdoor toilet shall be erected or permitted on any of said lots, and all toilets and baths shall be installed with and connected to a Septic System or Sanitary Sewer.
5. No livestock, chickens, or other fowls or rabbits, or swine shall be raised upon, or placed upon, said property for commercial purposes.
6. No manure or putrescible matter of any kind shall be permitted to accumulate in such a way as to become offensive or objectionable.
7. The property shall never be used for immoral or illegal purposes.
8. If the parties herein, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for any other person or persons owning any lots or lot under this restriction to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.
9. All of the restrictions herein set forth shall be void on and after October 1, 1978, unless at that time seventy-five (75) percent of the property owners shall by agreement extend said restrictions to run to a later date.

Restrictions were extended on September 25th 1978 by a petition of 75% of subdivision owners to be automatically

renewed every 10 years until unless declared otherwise by 75% of the subdivision owners.

10. The said lien holders herein ratify and confirm that the recorded map of the hereinabove described property, reference to which is made for all purposes.