

## PARKCREST SECTION I DEED RESTRICTIONS

[Return to previous page](#)

[Return to home page](#)

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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.**

WHEREAS, FANNIN DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as PARKCREST SUBDIVISION, a subdivision in the GEORGE BELLOWS SURVEY, Harris County, Texas, a plat of said subdivision having items filed for record under File No. 384228 of the Map Records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interest of said owner and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvements and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, FANNIN DEVELOPMENT COMPANY being the owner of all of said lots, does hereby adopt the following covenants and restrictions which shall be binding upon FANNIN DEVELOPMENT COMPANY and all parties and persons claiming under it until July 15, 1969, at which time said covenants, conditions and restrictions shall be automatically extending for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FANNIN DEVELOPMENT COMPANY or any of its successors or assigns shall violate or attempt to violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

- (a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences, or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered or placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars.
- (b) No building shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat. In any event, no residence shall be located on any residential building plot nearer than 25 feet to the front line, nor nearer than 5 feet from the rear lot line, nor nearer than 5 feet from any side line. Detached garages shall not be nearer than 5 feet from the rear lot line and not nearer than 3 feet from the side lot line. All improvements shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage.
- (c) No residential structure shall be erected or placed on any building plot which plot has a width of less than

40 feet at the front building setback lines.

- (d) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.
- (e) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,500 square feet of floor area exclusive of porches and garages.
- (g) The exterior walls of all residences shall be at least thirty percent brick, brick veneer, stone veneer, concrete, or other type masonry construction.
- (h) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.
- (i) The raising or keeping of hogs, horses, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
- (j) No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in the subdivision, nor shall said site or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use of occupancy or possession of any said sites.
- (k) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale, or rent, or signs used by the builders to advertise the property during the construction and sales period.
- (l) 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 any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
- (m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (n) No fence, wall, hedge nor any pergola or other detached structure shall be erected, grown, or maintained on any part of an lot forward of the front building line of said lot
- (o) Any violation of an of the covenants, agreements, reservations, easements, and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or grantor, under any mortgage, or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.
- (p) The present owners and holders of the vendor's and deed of trust liens covering the property comprising PARKCREST SUBDIVISION to wit; W.E. LOCKHART and wife, MIRIAM LOCKHART, and LUCY RACCO, a widow, do by the execution of this instrument, join in the above reservations, restrictions,

easements, and covenants, and agree that the dedication and subdivision of said property by the above mentioned plat and said reservations, restrictions, easements, and covenants, shall continue in full force and effect and be binding upon them, their heirs, executors, and assigns. The said W.E. LOCKHART and wife, MIRIAM LOCKHART, and LUCY RACCO, a widow , do by the executions of these covenants, agreements, reservations, easements, and restrictions subordinate their liens covering the said PARKCREST SUBDIVISION to the dedicated plat of said subdivision as filed for record.