

GENERAL PLAN AND SCHEME
AFFECTING CHEVY CHASE ADDITION

WHEREAS, by instrument dated December 17, 1928, recorded in Volume 777, page 277, et seq., of the Deed Records of Harris County, Texas, the owners of property in Chevy Chase, an addition to the City of Houston in Harris County, Texas, according to the re-plat thereof recorded in Volume 9, page 50, of the Map Records of Harris County, Texas, set out building and use restrictions in order to promote residential development and improvement of Chevy Chase; and

WHEREAS, by instrument dated May 17, 1951, recorded in Volume 2398, page 350, et seq., of the Deed Records of Harris County, Texas, the owners of lots in Chevy Chase agreed that the restrictions, covenants, and conditions contained in the Chevy Chase Restrictions would apply to Chevy Chase until December 16, 1978; and

WHEREAS, it is the intent of the parties hereto that the general plan and scheme established by the Chevy Chase Restrictions be maintained in accordance herewith, and the parties hereto wish to restrict and to continue to restrict their property in Chevy Chase as set out below, each party signing this instrument being an owner of one or more lots in Chevy Chase, the lots owned by each being shown opposite his signature below;

NOW, THEREFORE, for and in consideration of the mutual promises and conditions herein contained, the undersigned parties hereby covenant and agree one with another that the lots in Chevy Chase owned by the parties hereto shall hereafter be governed by and be subject to each of the restrictions, covenants and conditions below, it being the intention of the parties, in agreement one with another, that such restrictions, covenants and conditions shall run with the land in Chevy Chase owned by each such party (which land shall hereafter be referred to as "lots subject hereto").

1. There shall never be erected, permitted, maintained or carried on upon any of the lots subject hereto any saloon or place for the manufacture or sale of malt, vinous or spiritous liquors, or any foundry, brick yard, cemetery, crematory, hospital, place of public amusement, or any institution for the cure or restraint of mentally impaired or detention home, reform school, asylum, or any institution of like or kindred nature, or any slaughter house or tannery, or any noxious interest, trade or business.

2. No part of any lot subject hereto shall ever be used for the purpose of wholesale or retail business of any kind, but the property, and each and every portion of it, shall be used only for residential purposes.

3. Unless expressly permitted by written instrument executed by a majority of the whole number of owners of lots subject hereto, duly recorded in the Deed Records of Harris County, Texas, there shall be no prospecting, mining, drilling for or producing oil, gas or other hydrocarbon or mineral products or substances, in, on or upon any of the lots subject hereto.

4. The buildings that may be erected upon the lots subject hereto shall conform to the following specifications upon the particular lots named, to-wit:

The minimum gross floor area of any main building shall be not less than 1500 square feet.

No portion of any building to be erected shall be within twenty (20) feet of the front property line or within five (5) feet of the side street property line; except that on all lots abutting on Greenbriar Street, no building shall be erected within fifteen (15) feet of the east line of said street.

5. In order to prohibit multiple housing, no apartment house or house designed to be occupied by more than two families may be constructed on the lots subject hereto.

6. The restrictions, covenants and conditions set forth herein are hereby made covenants running with the land until

January 1, 1984, and shall be binding on all parties hereto, their heirs, assigns, and all other parties claiming under them until January 1, 1984, after which time they shall be automatically extended for successive periods of ten years each unless an instrument executed by the then owners of a majority of the lots subject hereto has been filed for record prior to the end of the first of any subsequent renewal period, agreeing to terminate these restrictions in whole or in part.

7. If any of the parties hereto, their heirs, assigns, or successors, or any subsequent owner or tenant, violate or attempt to violate any of the restrictions, covenants and conditions contained herein, it shall be lawful for any person or persons owning any property subject hereto to prosecute any proceedings, at law or in equity, against the violator, and to either prevent him from the violation or to recover damages or both.

8. Invalidation of any portion of the provisions contained herein by court order, judgment or otherwise shall in no way affect or invalidate any of the other provisions contained herein.

9. Notwithstanding anything contained herein to the contrary, the agreements, restrictions, covenants and conditions contained in this instrument shall not bind any signatory hereto or his property until, but shall bind each signatory hereto and his property as soon as, (a) the owners of 75% of the lots fronting on the same street in the same block in Chevy Chase have signed this instrument, and (b) the owners of 75% of the lots fronting on the same street in the block across the street in Chevy Chase have signed this instrument, it being the intent of such parties that the aforesaid general plan and scheme shall be adopted with respect to the parties and their property in Chevy Chase fronting on the same street in the same block irrespective of whether 100% of the owners of property fronting on the same street in the same block adopt said general plan and scheme and irrespective of whether owners of property fronting on other

streets or in other blocks in Chevy Chase adopt said general plan and scheme with respect to their property.

10. Unless the context clearly indicates otherwise, all references to the owners of property or lots in Chevy Chase shall be construed to mean only the parties hereto, their heirs, assigns, and successors.

11. This instrument shall not be construed as constituting an encumbrance on any property in Chevy Chase not owned by the parties hereto.

12. Joint or multiple owners of property shall be construed as a single owner of that property for all purposes.

13. This instrument may be executed in one document signed by all parties, or in separate counterparts, which shall be counterparts hereof. Separate counterparts, when executed by one or more parties, shall constitute one and the same instrument, in the same manner as though the signatures appearing on the various counterparts had all been affixed to the same document, and the covenants and mutuality constituting the consideration between the signatories shall apply with the same legal effect between parties who execute several counterparts of this instrument as would exist between parties who execute this same document.

Dated this ___ day of _____, 1975.

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CHEVYCHASE
 CHEVSEMEBE PLACE
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CHEVSEMEBE PLACE
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No. 384364 ✓

Chevy Chase Corporation,
By President, et al.

With
Agreement.

W. D. Eaden Company, et al

The State of Texas, County of Harris. We, the undersigned, being the owners of all of the property in Chevy Chase, an Addition to the City of Houston, Harris County, Texas, as per re-plat thereof, which was duly recorded in Vol. 9 page 50 of Map Records of Harris County, Texas, hereby

agree to the restrictions governing the sale and ownership of the property in Chevy Chase, as hereinafter set out, and that same shall hereafter be applicable to and govern the property therein in place and in lieu of the restrictions heretofore governing the same as set out in deed from Herman Hospital Estate to E. H. Fleming, which is duly recorded in Volume 659 page 364 Deed Records of Harris County, Texas.

RESTRICTIONS.

(1) There shall never be erected, permitted, maintained or carried on upon any of the said land any saloon or place for the manufacture or sale of malt, vinous or spirituous liquors, nor any foundry, brick yard, cemetery, crematory or any establishment for the care or cure of persons afflicted with tuberculosis, or any institution for the cure or restraint of the mentally impaired or detention home, reform school, asylum, or any institution of like or kindred nature, or any slaughter house or tannery, or any noxious interest, trade or business.

(2) No part of the said property shall ever be used for the purpose of wholesale or retail business of any kind.

(3) No part of the said property shall ever be sold, conveyed, rented or leased in whole or in part, to any person of the African or Mongolian race, or to any person not of the white or Caucasian race.

(4) Unless expressly permitted in writing by a majority of the whole number of lot owners, in any subdivision into which the said premises, may be platted, there shall be no prospecting, mining, drilling for or producing oil, gas or other hydro-carbon or mineral products or substances, in, on or upon any of said property.

(5) That the buildings that may be erected upon the lots in to which said land may be divided shall conform to the following specifications upon the particular lots named, to-wit:

Bissonett Avenue frontage restricted to dwellings not more than one such on each lot, and costing not less than \$6,000.00 each, and no portion of the building shall be within twenty-five (25) feet of the front property line nor within five (5) feet of the property lines on the side streets or adjacent lots. On all other streets within Chevy Chase Subdivision the lots are restricted to dwellings costing not less than \$5,000.00 each, and no portion of the building to be erected thereon to be within twenty (20) feet of the front property line nor within five (5) feet of the side street property line; except that on all lots abutting on Rheinerman Street, no building shall be erected within fifteen (15) feet of the east line of said street.

(6) No apartment house or duplex house designed to be occupied by more than two families will be permitted in the said addition, the object of this provision being to prohibit multiple housing throughout the entire addition into which said land may be platted.

(7) The vendor or its assigns shall be under no obligation to enforce the restrictions herein contained or any modification thereof, but shall have the right to do so at the election of the vendor. The respective lot owners shall have the right to enforce such restrictions and they or any of them shall have the right and option of bringing any and all actions at law or in equity that they may deem fit or proper to properly enforce each and all such restrictions.

(8) And there is hereby expressly reserved an easement and the right of ingress and egress through and over a strip of land three (3) feet wide across the rear end of all lots within said Subdivision. Said easement to be used for all time for the purpose of laying gas mains, water mains, storm and sanitary sewer laterals and connections, and for electric light poles, telephone poles and any other proper or necessary public utility other than railways, street railways, or other transportation lines; and the City of Houston shall have full authority to permit the use of such right of way for the purposes as herein stated and no permanent improvements or buildings shall ever be erected thereon that will interfere with the use of said easement for the purpose for which it is reserved. There is also hereby expressly reserved an easement and the right of ingress and egress over, through and across a strip of land fourteen (14) feet wide off the front end of all lots in Block #4, fronting on South Boulevard, and Lot #1 in block #5 for the purpose of maintaining and repairing the reinforced concrete storm sewer now located or to be constructed under said strip of land along the front of said lots.

(9) The foregoing restrictions shall apply with respect to each and every lot or tract sold in the said Addition, for a period of twenty-five (25) years from and after the date hereof, and after the expiration of said twenty-five (25) years if the majority of the owners of lots fronting on any street in the said Addition shall, by written instrument, duly acknowledged and filed for record, signify their desire and purpose to extend the restrictions for a further period, the same may be in such manner extended for a period of twenty-five (25) years, or less, as may be desired and by a majority of the owners of lots fronting on such street is meant a majority of the individuals owning lots in the Addition without reference to the amount owned by each.

(10) If a breach of the restrictions against selling to any person of the African or Mongolian races or to any person not of the white or Caucasian race, shall occur as to the said premises, or any part thereof, then and immediately upon the happening of such breach, the land involved in the breach of such condition shall immediately revert to the vendor herein, its successors or assigns, provided, however, that such reversion shall be without prejudice to any lien or liens which shall not have been placed thereon in violation of such restrictions.

It is expressly understood and agreed that the provisions of the foregoing restrictions shall not apply to or affect Block No. 9 A, and/or that part of block No. 9, lying West of the West line of lots numbered eleven (11) and fourteen (14), in said block No. nine (9).

Witness our hands at Houston, Texas, this 17th day of December, 1928.

Notary Public in and for Harris County, Texas.
 My Comm. Expires Dec. 31, 1930.

Chevy Chase Corporation, By E. H. Fleming, President. By L. M. Rowley, Secretary (SEAL)
 W. D. Haden Company, By W. D. Haden, President. E. D. Haden, Secretary. (SEAL)
 Herman Hospital Estate, By R.S. Sterling, President. G. A. Brandt, Secretary.
 Houston Independent School District, By R.H. Fonville, President, W.B. Bates, Secretary (SEAL)
 Iver Eriksen, J. F. Houchins, G. H. Glyn, Louise M. Gardner,
 Earl W. Gardner, Annie M. Vogel, John A. Vogel, Roy Brunt.

The State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared, Iver Eriksen, G. H. Glyn, John A. Vogel, Roy Brunt, and J. F. Houchins, known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me, that they executed the same, for the purposes and consideration therein expressed. Given under my hand and seal of office, this the 3rd day of January, 1929.

B. Gailley, Notary Public, in and for Harris County, Texas. (SEAL)

The State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared, E. H. Fleming, President of Chevy Chase Corporation, W. D. Haden, President of W. D. Haden Company, and R. S. Sterling, President of Herman Hospital Estate, and _____ President of Houston Independent School District, known to me to be the persons whose names are subscribed to the foregoing instrument, and they severally acknowledged to me, that they executed the same, as the act and deed of Chevy Chase Corporation, W. D. Haden Company, Herman Hospital Estate, and Houston Independent School District, respectively, and for the purposes and consideration therein expressed, and in the capacities therein stated. Given under my hand and seal of office this 28 day of December, 1928. B. Gailley, Notary Public, in and for Harris County, Texas. (SEAL)

The State of Texas, County of Jefferson. Before me, the undersigned authority, on this day personally appeared Earl W. Gardner, and wife, Louise M. Gardner, known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me, that they executed the same, for the purposes and consideration therein expressed; and the said Louise M. Gardner, wife of the said Earl W. Gardner, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Louise M. Gardner, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office, this 17 day of December, 1928.

P. B. Callender, Notary Public, in and for Jefferson County, Texas. (SEAL)

Filed for record Jan. 15, 1929 at 4:50 o'clock P. M. Recorded Jan. 21, 1929 at 10:10 o'clock A.M.

Robert M. ... Clerk County Court, Harris County, Texas, By *...* Deputy

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THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, by a certain instrument executed under date of December 17, 1928, by Chevy Chase Corporation and others, recorded in Volume 777 at page 277, of the Deed Records of Harris County, Texas, which instrument and the record thereof are here referred to and made a part hereof for all purposes (and which instrument is hereinafter referred to as "said instrument") certain restrictions (hereinafter referred to as "said restrictions") were imposed on the property in Chevy Chase, an Addition to the City of Houston in Harris County, Texas, as per re-plot thereof recorded in Volume 9, page 50, of the Map Records of Harris County, Texas, to which re-plot and the record thereof reference is here made for all purposes (and which Addition is hereinafter referred to as "said Addition"); and

WHEREAS, said instrument under section numbered (9) provides:

"(9) The foregoing restrictions shall apply with respect to each and every lot or tract sold in the said Addition, for a period of twenty-five (25) years from and after the date hereof, and after the expiration of said twenty-five (25) years if the majority of the owners of lots fronting on any street in the said Addition shall, by written instrument, duly acknowledged and filed for record, signify their desire and purpose to extend the restrictions for a further period, the same may be in such manner extended for a period of twenty-five (25) years, or less, as may be desired and by a majority of the owners of lots fronting on such street is meant a majority of the individuals owning lots in the Addition without reference to the amount owned by each."

and

WHEREAS, the undersigned individuals owning lots in said Addition desire and purpose by these presents to extend the said restrictions in accordance with the above quoted provision of said section (9) of said instrument;

NOW, THEREFORE, each of the undersigned in consideration of the joinder of the other undersigned in the execution of this instrument, and in consideration of the mutual benefits and advantages to accrue to the undersigned from the extension of said restrictions do hereby act, declare, covenant and agree as follows:

I.

The undersigned, being a majority of the individuals owning lots in said Addition, do hereby signify their desire and purpose to extend, and do hereby extend, the said restrictions on all property in said Addition to which they were made to apply under the provisions of said instrument for a further period of twenty-five (25) years from and after December 16, 1953, being the date on which said restrictions would expire if not extended.

II.

The undersigned, being a majority of the individuals owning lots in said Addition fronting on North Boulevard in said Addition, do hereby signify their desire and purpose to extend, and do hereby extend, the said restrictions on all property in said Addition to which they were made to apply under the provisions of said instrument for a further period of twenty-five (25) years from and after December 16, 1953, being the date on which such restrictions would expire if not extended.

III.

The undersigned, being a majority of the individuals owning lots in said Addition, also include a majority of the individuals owning lots in said Addition fronting on Banks Street in said Addition, and all of the undersigned do hereby signify their desire and purpose to extend, and do hereby extend, the said restrictions imposed by said instrument on lots in said Addition fronting on Banks Street in said Addition for a further period of twenty-five (25) years from and after December 16, 1953, being the date on which said restrictions would expire if not extended.

IV.

The undersigned, being a majority of the individuals owning lots in said Addition, also include a majority of the individuals owning lots in said Addition fronting on Milford Street in said Addition, and all of the undersigned do hereby signify their desire and purpose to extend, and do hereby extend, the said restrictions imposed by said instrument on lots in said Addition fronting on Milford Street in said Addition for a further period of twenty-five (25) years from and after December 16, 1953, being the date on which said restrictions would expire if not extended.

V.

The undersigned, being a majority of the individuals owning lots in

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said Addition, also include a majority of the individuals owning lots in said Addition fronting on North Boulevard in said Addition, and all of the undersigned do hereby signify their desire and purpose to extend, and do hereby extend, the said restrictions imposed by said instrument on lots in said Addition fronting on North Boulevard in said Addition for a further period of twenty-five (25) years from and after December 16, 1953, being the date on which said restrictions would expire if not extended.

VI.

The undersigned, being a majority of the individuals owning lots in said Addition, also include a majority of the individuals owning lots in said Addition fronting on Bartlet Street in said Addition, and all of the undersigned do hereby signify their desire and purpose to extend, and do hereby extend, the said restrictions imposed by said instrument on lots in said Addition fronting on Bartlet Street in said Addition for a further period of twenty-five (25) years from and after December 16, 1953, being the date on which said restrictions would expire if not extended.

VII.

The undersigned, being a majority of the individuals owning lots in said Addition, also include a majority of the individuals owning lots in said Addition fronting on South Boulevard in said Addition, and all of the undersigned do hereby signify their desire and purpose to extend, and do hereby extend, the said restrictions imposed by said instrument on lots in said Addition fronting on South Boulevard in said Addition for a further period of twenty-five (25) years from and after December 16, 1953, being the date on which said restrictions would expire if not extended.

VIII.

The undersigned, being a majority of the individuals owning lots in said Addition, do hereby signify their desire and purpose to extend, and do hereby extend, the said restrictions imposed by said instrument on lots in said Addition fronting on Bissonnet Avenue in said Addition for a further period of twenty-five (25) years from and after December 16, 1953, being the date on which said restrictions would expire if not extended.

IX.

If the extension of such restrictions as above provided in any of

the preceding paragraphs I. to VIII. inclusive is for any reason invalid, such invalidity shall not in any manner affect the validity of the extension provided in any other of said paragraphs.

X.

If the extension of said restrictions provided in the foregoing paragraphs I. and II. is invalid, and the extension of said restrictions provided in any one or more of paragraphs III. to VIII., inclusive, is also invalid, it is understood and agreed that this instrument shall not extend such restrictions as to any lot fronting on the street named and designated in any of such paragraphs III. to VIII. providing for each invalid extension.

The undersigned do hereby severally COVENANT and WARRANT that they are the owners of the lots and parts of lots in said Addition described opposite their respective signatures hereto affirmed.

This restriction extension may be executed and acknowledged in counterparts, and each such counterpart shall have the same force and effect as an original instrument, and as if all of the parties to the aggregate counterparts had signed the same document.

EXECUTED this the 17th day of MAY, A.D., 1951.

OWNER	DESCRIPTION OF PROPERTY
<u>Mrs. Mabel A. Stronge</u>	<u>Lot 21 Block 3</u>
<u>2009 South Duane</u>	<u>Cherry Chase addition</u>
<u>John V. Stronge</u>	<u>Lot 21 Block 3</u>
<u>2009 South Blvd.</u>	<u>Cherry Chase addition</u>
<u>Mrs. Eric Lee Jones</u>	<u>Lot 9 Block 4A</u>
<u>2214 Bartlett</u>	<u>Cherry Chase addition</u>
<u>Mrs. Gladys H. Harkness</u>	<u>Lot 22 Block 3</u>
<u>2235 South Duane</u>	<u>Cherry Chase addition</u>
<u>R. H. Harkness</u>	<u>Lot 22 Block 3</u>
<u>2235 South Duane</u>	<u>Cherry Chase addition</u>
<u>Yvonne Mae Harriman</u>	<u>Lot 22 Block 3</u>
<u>2235 So. Blvd.</u>	<u>Cherry Chase addition</u>

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STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared John W. Strange and Mary M. Strange wife of the said John W. Strange, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mary M. Strange having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 17 day of February, 1952.

J. D. Struce
Notary Public, in and for Harris County, Texas.

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared R. J. Hendrix and Blakely & Emma Hendrix wife of the said R. J. Hendrix, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Blakely & Emma Hendrix having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 17 day of February, 1952.

J. D. Struce
Notary Public, in and for Harris County, Texas.

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STATE OF TEXAS |
COUNTY OF HARRIS |

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Before me, the undersigned authority, on this day personally appeared MRS. BESSIE LEE JOHN, wife of G. W. JOHN known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 62 day of February, 1932.

J. D. St. V. M. C.
Notary Public, in and for Harris County, Texas

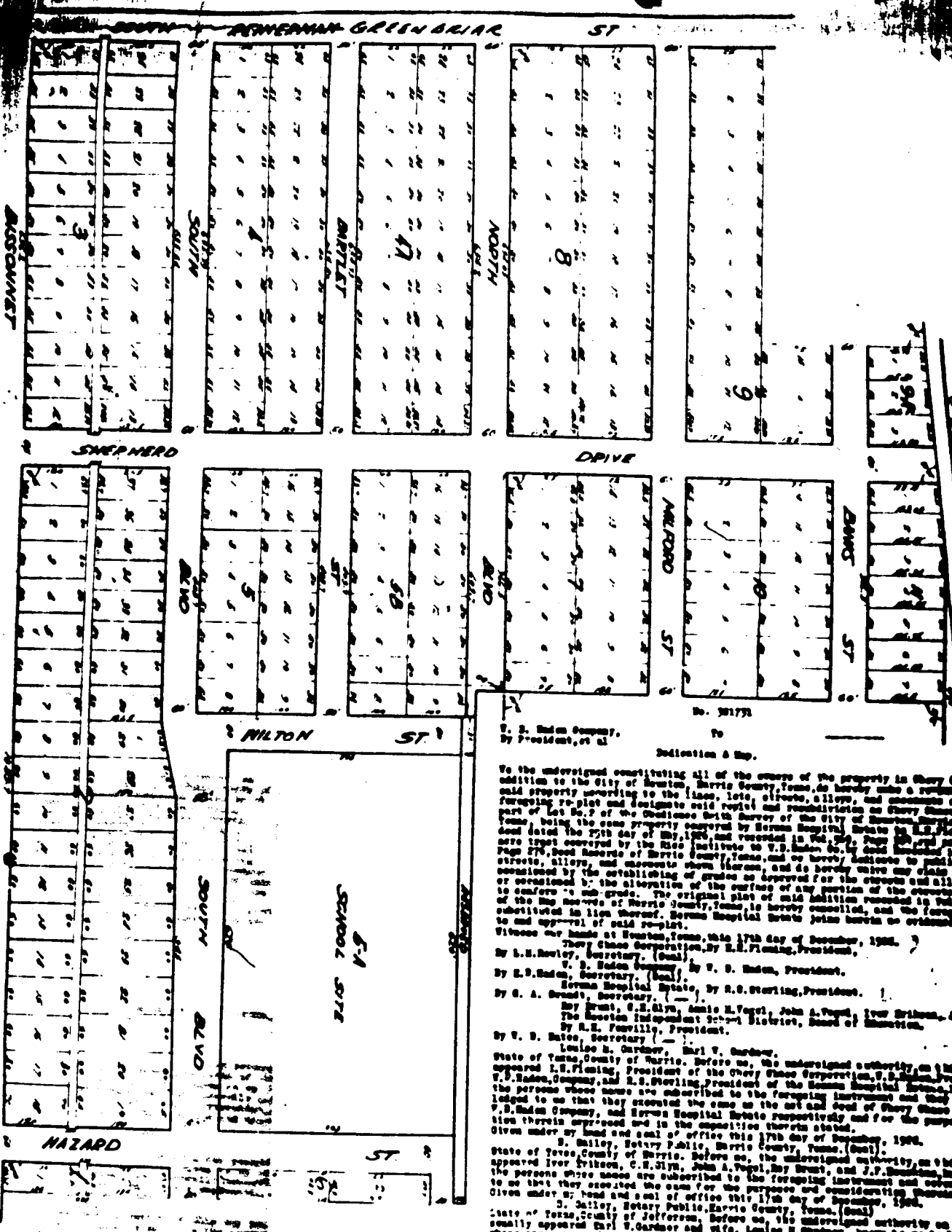
STATE OF TEXAS |
COUNTY OF HARRIS |

Before me, the undersigned authority, on this day personally appeared BOSS MAE HARRIMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 61 day of February, 1932.

J. D. St. V. M. C.
Notary Public, in and for Harris County, Texas

FILED IN 1932
MAR 10 1932
J. D. St. V. M. C.
Notary Public



This is to certify that the City Planning Commission of Houston, Texas, has approved the plat of Green Briar, being a plat of Chazy Chase, City of Houston, Harris County, Texas, in testimony whereof the official signature of the Vice-Chairman and Secretary of said Commission is given this 17th day of December, 1928.

L. B. Johnson, Vice-Chairman.
 Attest: L. B. Ryan, Jr., City Planning Engineer.

Approved: J. C. McVee, City Secretary.
 Approved: L. B. Ryan, Jr., City Planning Engineer.

No. 28172

To
 Dedication & Map.

By V. S. Eaton Company,
 By President, et al

To the undersigned constituting all of the owners of the property in Chazy Chase, an addition to the City of Houston, Harris County, Texas, as hereby made a re-division of said property according to the lines, lots, blocks, alleys, and easements shown by the foregoing re-plot and designate said replot and make provision as to the same being a part of Lot No. 7 of the Ordinance South Survey of the City of Houston, Harris County, Texas, being the same property conveyed by Herman Hospital Estate to E. S. Stovling, deceased dated the 27th day of May, 1926, and recorded in Vol. 294, Page 292, and part of a note filed covered by Rice Institute to V. S. Eaton Co., by and recorded in Vol. 294, Page 270, Book Records of Harris County, Texas, and so hereby dedicate to public use the streets, alleys, and easements shown hereon, and do hereby waive any claim for damages or compensation by the alteration of the surface of any portion of the streets and alleys to conform to sub-grade. The original plat of said addition recorded in Vol. 294, Page 292, substituted in lieu thereof, Herman Hospital Estate hereby cancelled, and the foregoing plat is and approval of said replot.

Witness our hands at Houston, Texas, this 17th day of December, 1928.

By E. S. Stovling, Secretary. (Seal).
 By V. S. Eaton Company, By V. S. Eaton, President.
 By E. S. Eaton, Secretary. (Seal).
 Herman Hospital Estate, By E. S. Stovling, President.
 By G. A. Swain, Secretary. (Seal).
 My Grant: E. S. Stovling, Annie M. Vogel, John A. Vogel, Iver Erikson, J. J. Buchanan, The Houston Independent School District, Board of Education.
 By R. M. Fawcett, President.
 By V. S. Eaton, Secretary. (Seal).

Louise M. Gardner, Earl V. Gardner,
 State of Texas, County of Harris, Before me, the undersigned authority on this day personally appeared E. S. Stovling, President of the Chazy Chase Corporation, E. S. Eaton, President of the V. S. Eaton Company, and E. S. Stovling, President of the Herman Hospital Estate, known to me to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same as the act and deed of Chazy Chase Corporation, Herman Hospital Estate, and Herman Hospital Estate respectively and for the purposes and consideration therein expressed and in the capacity therein stated, and for the purposes and consideration given under my hand and seal of office this 17th day of December, 1928.

S. Miller, Notary Public, Harris County, Texas. (Seal)

State of Texas, County of Harris, Before me on the undersigned authority, on this day personally appeared Iver Erikson, C. H. Jijn, John A. Vogel, Ray Buchanan, known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and I have signed the same for the purposes and consideration therein expressed, and I have given under my hand and seal of office this 17th day of December, 1928.

S. Miller, Notary Public, Harris County, Texas. (Seal)

State of Texas, County of Harris, Before me, the undersigned authority on this day personally appeared Earl V. Gardner and Louie M. Gardner, known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and I have signed the same for the purposes and consideration therein expressed, and I have given under my hand and seal of office this 17th day of December, 1928.

S. Miller, Notary Public, Harris County, Texas. (Seal)

State of Texas, County of Harris, Before me, the undersigned authority on this day personally appeared Earl V. Gardner and Louie M. Gardner, known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and I have signed the same for the purposes and consideration therein expressed, and I have given under my hand and seal of office this 17th day of December, 1928.

S. Miller, Notary Public, Harris County, Texas. (Seal)

State of Texas, County of Harris, Before me on the undersigned authority, on this day personally appeared Ray Buchanan, C. H. Jijn, and John A. Vogel, known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and I have signed the same for the purposes and consideration therein expressed, and I have given under my hand and seal of office this 17th day of December, 1928.

S. Miller, Notary Public, Harris County, Texas. (Seal)

State of Texas, County of Harris, Before me on the undersigned authority, on this day personally appeared E. S. Stovling, President of the Chazy Chase Corporation, E. S. Eaton, President of the V. S. Eaton Company, and E. S. Stovling, President of the Herman Hospital Estate, known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and I have signed the same for the purposes and consideration therein expressed, and I have given under my hand and seal of office this 17th day of December, 1928.

S. Miller, Notary Public, Harris County, Texas. (Seal)



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