

*Beste*

R725636

506-62-0324

COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

12/28/95 300033110 R 725636 132.00

WHEREAS, on the 17th day of December, A.D. 1935; Fred J. Stancliff and wife, Florence Powars Stancliff, then owners of Lot Number Twelve (12) in Block Number Three (3) of Ormond Place, an addition to the city of Houston, in Harris County, Texas; and Thomas M. McDonald, a single man, then owner of a tract of land lying immediately West of Lot Number Twelve (12) in said Block Number Three of said Ormond Place; being the same tract purchased from Mrs. Nora Barraco and later by T.M. McDonald and referred to later as the McDonald Tract; and G.A. Brandt and W.H. Childress, respectively, the President and Secretary of the then Board of Trustees of Hermann Hospital Estate, the owner of Lots One (1) and Two (2) of the Hermann Hospital Estate, First Addition to the City of Houston, Harris County, Texas; did all enter into an agreement to subject all of said property, being five (5) lots (the "Lots"), to certain restrictions, conditions and limitations for a period of twenty-five (25) years, with an expiration date of January 1, 1961, said instrument being recorded in Volume 999, Page 535 of the Deed Records of Harris County, Texas; and

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X

WHEREAS, as of the 1st day of January, 1986 the owners of the Lots renewed and extended said restrictions, conditions and limitations by instrument recorded in Volume 4234, page 295 of Deed Records of Harris County, Texas, which restrictions, conditions and limitations have an expiration date of January 1, 1996;

NOW THEREFORE, the present owners of at least a majority of the Lots desire to subject the Lots to and renew and extend said restrictions, conditions and limitations and do hereby and herein enter into the following agreement as evidenced by their execution to same;

WHEREAS, Sal Shenaq and wife, Salwa Shenaq, of the County of Harris and State of Texas, are the present owners of Lot No. Twelve (12) in Block No. Three (3) of Ormond Place, an addition to the City of Houston, in Harris County, Texas, according to a Map of said addition of record in Vol. 6, page 43 of the Map Records of Harris County, Texas;

(3)  
*lll*

WHEREAS, Thomas B. Foster is the owner of the East one-half (E 1/2) of the McDonald Tract lying immediately West of the above described Lot No. Twelve (12) in said Block Number Three (3) of said Ormond Place and fronting on the South side of said North Boulevard and being the East half (E 1/2) of the same tract of land conveyed to Thomas M. McDonald by Mrs. Nora Barraco by deed recorded in Volume 911, page 262 et seq., of the Deed Records of Harris County, Texas, being joined herein by his wife, Joan Foster, and said property referred to herein as the Foster Tract; and

506-62-0325

WHEREAS, Mrs. Evie Jo Craven Wilson, a widow, is the present owner of the West half (W1/2) of the McDonald Tract herein described fronting on the South side of said North Boulevard and lying immediately West of the Foster Tract; and

WHEREAS, Clement DeFelice and wife, Vania DeFelice, are the present owners of Lot One (1) of the Hermann Hospital Estate, First Addition to the City of Houston, in Harris County, Texas; and

WHEREAS, James A. Armogida and wife, Carolyn L. Armogida, are the present owners of Lot Two (2) of the Hermann Hospital Estate, First Addition to the City of Houston, in Harris County, Texas; and

WHEREAS, the undersigned being the respective owners of a majority or more of the Lots and desiring to renew, extend and continue said restrictions, conditions and limitations referred to herein and for the purpose of carrying out a uniform plan for the improvement and sale of the Lots as residence property have agreed by, between and among themselves for the mutual benefit of themselves individually and for the benefit of each other to subject all of the Lots as above described to the restrictions, conditions and limitations hereinafter set forth;

NOW THEREFORE, we, the said Sal Shenaq and wife, Salwa Shenaq, Thomas B. Foster joined herein by his wife, Joan Foster, Mrs. Evie Jo Craven Wilson, a widow, Clement DeFelice and wife, Vania DeFelice, James A. Armogida and wife, Carolyn L. Armogida, or any of same constituting the owners of a majority or more of the Lots, for and in consideration of the benefits to accrue to the Lots as above described from subjecting same to a uniform set of restrictions, have agreed and do hereby agree among ourselves and each other and/or others, that each and all of our said respective Lots shall from the date hereof until January 1, 2021 be subject to the restrictions hereinafter set forth; it being understood, however, that nothing herein contained is intended, or shall operate to in any manner affect our respective titles to the Lots or the boundary, size or area of the Lots or any of them, and that nothing herein contained shall make any of the parties to this instrument liable for any defaults or acts of any of the other parties hereto. Said restrictions shall be irrevocable and shall remain in force and effect as aforesaid until January 1, 2021, and this agreement embodying said restrictions, conditions and limitations shall forthwith be placed of record in the office of the County Clerk of Harris County, Texas and each of said parties hereto does hereby respectively agree to comply with and observe said restrictions, conditions and limitations, and each of said parties does hereby bind his, her or their heirs, legal representatives, successors, assigns, grantees, tenants and lessees, and do hereby obligate and bind, so far as same may be legally done, to observe and comply with said restrictions, limitations and conditions, but nothing herein contained shall impose or create any individual or personal liability upon or against any of the parties, either as individuals or as Trustees, or otherwise.

The said restrictions, conditions and limitations hereby imposed upon each and all of the Lots are as follows, to wit:

506-62-0326

**RESTRICTIONS, CONDITIONS AND LIMITATIONS**

The following restrictions, conditions and limitations are hereby imposed upon and shall apply to the Lots until January 1, 2021, the Lots being further described as follows:

Lot No. Twelve (12) in Block No. Three (3) of Ormand Place, an addition to the City of Houston, in Harris County, Texas; and

The East One-Half (E 1/2) of the McDonald Tract lying immediately West of the above described Lot No. Twelve (12) in said Block No. Three (3) of said Ormand Place and fronting on the South side of said North Boulevard and being the East One-Half (E 1/2) of the same tract of land conveyed to Thomas M. McDonald by Mrs. Nora Barraco by deed recorded in Volume 911, Page 262, et seq., of the Deed Records of Harris County, Texas; and

The West One-Half (W 1/2) of the McDonald Tract fronting on the South side of North Boulevard and lying immediately West and adjoining the tract described immediately above and being the West One-Half (W 1/2) of the same tract of land conveyed to Thomas M. McDonald by Mrs. Nora Barraco by Deed recorded in Volume 911, Page 262, et seq., of the Deed Records of Harris County, Texas; and

Lots Nos. One (1) and Two (2) of Hermann Hospital Estate, First Addition to the City of Houston in Harris County, Texas, each fronting on the South side of said North Boulevard; said restrictions, limitations and conditions being as follows, to wit:

1. None of the Lots shall be used for other than single family residence purposes, and no store, hospital, place of business, public entertainment or resort of any kind or character, apartment house, duplex, or residence designed to house more than one family shall ever be placed, constructed, operated or maintained upon any of the Lots;
2. Not more than one residence shall be constructed, placed or be permitted to remain upon any of the Lots, and each residence shall face and front on North Boulevard;
3. No building, except a residence and the necessary or proper garage, servants house, and outbuildings appurtenant thereto, shall be constructed or placed upon any of the Lots, and neither the said residence, nor any of the outbuildings appurtenant thereto, including

any projections or porches therefrom, shall be constructed or placed, or be permitted to remain, nearer or closer than forty (40) feet from the front or North line of the Lots or any of

506-62-0327

them, and the residence house shall not be constructed nearer or closer than seven and one-half (7 1/2) feet to either of the side lines of the Lots, and no garage or outbuilding shall be constructed nearer or closer than three (3) feet to either of the side lines of the Lots or any of them. In other words, there shall be an absolute clearance of at least forty (40) feet between the front line of each of the Lots to the nearest wall, porch or projection from any of said buildings, and at least seven and one-half (7 1/2) feet between each side line of each of the Lots and the nearest wall, porch, or projection from said residence building; and at least three (3) feet between each side line of each of the Lots and the nearest garage or outbuilding; and

4. The improvements permitted upon any of the Lots, viz, the residence house with its appurtenant outbuildings, shall at their fair and reasonable cost, cost not less than twenty-five thousand dollars (\$25,000).

5. Any amendments, revisions, and/or additions to these restrictions, limitations and conditions shall require the agreement of the owners of least Seventy-five percent (75%) of the Lots, with each of said Lots representing an equal Twenty percent (20%) of One Hundred percent (100%).

6. Any renewals and/or extensions of these restrictions, limitations and conditions shall require the agreement of the owners of a majority of the Lots, with each of said Lots representing an equal Twenty percent (20%) of One Hundred percent (100%).

Each of the Lots shall be subject to said restrictions, limitations and conditions, and same shall remain in force until January 1, 2021 and each deed or other instrument affecting any of the Lots shall be held and deemed to be made subject to said restrictions, conditions and limitations, and same shall be held and deemed to be incorporated in and a part of each such deed or instrument, regardless of whether such restrictions, conditions and limitations are set forth or referred to in such instrument or not, and said restrictions, conditions and limitations shall be held and construed to be covenants running with the land and shall be binding upon and enforceable against the present owners of each of the Lots, and each of them, and their respective heirs, legal representatives, successors, assigns, lessees and grantees, and upon all persons claiming under them, or any of them, and if such owner shall violate or fail to observe or to perform any of the foregoing restrictions, conditions and limitations, it shall be lawful for any person owning any of the Lots, which are subject to the foregoing restrictions, conditions and limitations in respect to which default is made, to institute and prosecute proper proceedings, at law or in equity, for the wrong done, or attempted to be done.

No violation or failure to observe, or comply with any of said restrictions, conditions or limitations, or any of them, shall ever be held to constitute a waiver of any of said restrictions, conditions or limitations.

No owner of any of the Lots shall be under any obligation or duty respecting said restrictions, conditions and limitations after he shall have conveyed or parted with his title or interest in such Lot; neither shall any person or any future owner of any of the said Lots be under any obligations or duty to enforce said restrictions, conditions or limitations as to, or

506-62-0328

upon, any of the Lots not owned by him; and nothing herein contained shall impose any liability upon any person except for his own defaults.

This agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be one and the same original agreement, and shall be binding on each party upon such party's execution hereof.

EXECUTED as of the dates indicated below, but effective for all purposes as of the 31st day of December 1995.

Date: 12/22/95 *[Signature]*  
SAL SHENAQ

Date: 12/22/95 *[Signature]*  
SALWA SHENAQ

Date: \_\_\_\_\_  
THOMAS B. FOSTER

Date: \_\_\_\_\_  
JOAN FOSTER

Date: \_\_\_\_\_  
EVIE JO CRAVEN WILSON

Date: \_\_\_\_\_  
CLEMENT DeFELICE

Date: \_\_\_\_\_  
VANIA DeFELICE

506-62-0329

Date: \_\_\_\_\_

\_\_\_\_\_  
JAMES A. ARMOGIDA

Date: \_\_\_\_\_

\_\_\_\_\_  
CAROLYN L. ARMOGIDA

STATE OF TEXAS )  
                  ) *Brazoria* (su)  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this 22<sup>nd</sup> day of December, 1995 by SAL SHENAQ.

*Frances E. Coe*

Notary Public in and for  
Harris County, Texas

*Brazoria (su)*



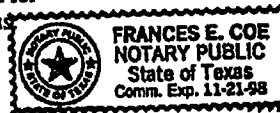
STATE OF TEXAS )  
                  ) *Brazoria* (su)  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this 22<sup>nd</sup> day of December, 1995 by SALWA SHENAQ.

*Frances E. Coe*

Notary Public in and for  
Harris County, Texas

*Brazoria (su)*



STATE OF TEXAS )  
                  )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_\_ day of December, 1995 by THOMAS B. FOSTER.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

506-62-0350

upon, any of the Lots not owned by him; and nothing herein contained shall impose any liability upon any person except for his own defaults.

This agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be one and the same original agreement, and shall be binding on each party upon such party's execution hereof.

EXECUTED as of the dates indicated below, but effective for all purposes as of the 31st day of December 1995.

Date: \_\_\_\_\_ SAL SHENAO

Date: \_\_\_\_\_ SALWA SHENAO

Date: \_\_\_\_\_ THOMAS B. FOSTER

Date: \_\_\_\_\_ JOAN FOSTER

Date: \_\_\_\_\_ EVIE JO CRAVEN WILSON

Date: 12/27/95 \_\_\_\_\_ *Clement DeFelice*  
CLEMENT DeFELICE *jo*

Date: 12/27/95 \_\_\_\_\_ *Vania DeFelice*  
VANIA DeFELICE

506-62-0331

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_\_ day of December, 1995 by  
JOAN FOSTER.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

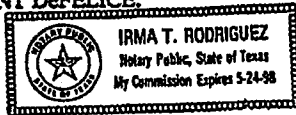
STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_\_ day of December, 1995 by  
EVIE JO CRAVEN WILSON.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

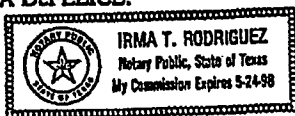
This instrument was acknowledged before me on this 27<sup>th</sup> day of December, 1995 by  
CLEMENT DeFELICE.



Irma Rodriguez  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this 27<sup>th</sup> day of December, 1995 by  
VANIA DeFELICE.



Irma Rodriguez  
Notary Public in and for  
Harris County, Texas.



506-62-0332

upon, any of the Lots not owned by him; and nothing herein contained shall impose any liability upon any person except for his own defaults.

This agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be one and the same original agreement, and shall be binding on each party upon such party's execution hereof.

EXECUTED as of the dates indicated below, but effective for all purposes as of the 31st day of December 1995.

Date: \_\_\_\_\_ SAL SHENAO

Date: \_\_\_\_\_ SALWA SHENAO

Date: \_\_\_\_\_ THOMAS B. FOSTER

Date: \_\_\_\_\_ JOAN FOSTER

Date: Dec. 22, 1995 Evie O Craven Wilson  
EVIE O CRAVEN WILSON

Date: \_\_\_\_\_ CLEMENT DeFELICE

Date: \_\_\_\_\_ VANIA DeFELICE

506-62-0333

Date: Dec 28, 1995

J. A. Armogida  
JAMES A. ARMOGIDA

Date: Dec. 28, 1995

Carolyn L. Armogida  
CAROLYN L. ARMOGIDA

STATE OF TEXAS )  
                          )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_ day of December, 1995 by SAL SHENAO.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
                          )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_ day of December, 1995 by SALWA SHENAO.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
                          )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_ day of December, 1995 by THOMAS B. FOSTER.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

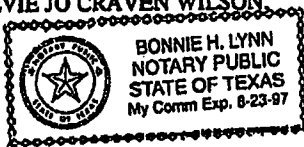
506-62-0334

This instrument was acknowledged before me on this \_\_\_\_ day of December, 1995 by  
JOAN FOSTER.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this 22 day of December, 1995 by  
EVIE JO CRAVEN WILSON



*Bonnie H. Lynn*  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this \_\_\_\_ day of December, 1995 by  
CLEMENT DeFELICE.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

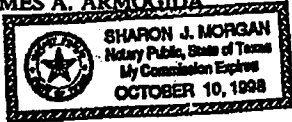
This instrument was acknowledged before me on this \_\_\_\_ day of December, 1995 by  
VANIA DeFELICE.

\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas.

506-62-0335

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

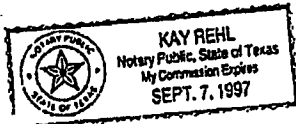
This instrument was acknowledged before me on this 28<sup>th</sup> day of December, 1995 by  
JAMES A. ARMOGIDA



*Sharon J. Morgan*  
Notary Public in and for  
Harris County, Texas.

STATE OF TEXAS )  
 )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on this 28<sup>th</sup> day of December, 1995 by  
CAROLYN L. ARMOGIDA.



*Kay Rehl*  
Notary Public in and for  
Harris County, Texas.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stipulated herein by me, and was  
DULY RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

DEC 28 1995



*Beverly L. Ferguson*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

FILED  
95 DEC 28 PM 3:21  
*Beverly L. Ferguson*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Walter A. Armogida*  
Carolyn Armogida  
1929 North Blvd  
Houston, TX 77098

RECORDER'S MOWBRIDGE  
ALL BLACKOUTS, ADDITIONS AND CHANGES  
WERE PRESENT AT THE TIME THE INSTRUMENT  
WAS FILED AND RECORDED.