

035-64-0958

K348709

COVENANTS, CONDITIONS AND RESTRICTIONS

12/31/85 00124421 K348709 \$ 19.00

STATE OF TEXAS )  
COUNTY OF HARRIS )

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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

WHEREAS, on the 14th day of December, 1960 the owners of all of the Lots, with the exception of 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), Block No. Three (3) of said Ormond Place, renewed and extended said restrictions, conditions and limitations by instrument recorded in Volume 4234, page 295 of the Deed Records of Harris County, Texas, which restrictions, conditions and limitations have an expiration date of January 1, 1986;

FILED  
DEC 31 4 32 PM 1985  
County Clerk  
HARRIS COUNTY, TEXAS

Mail To: Carolyn Rungich  
1929 North Blvd.  
Houston, TX. 77098

035-64-0959

NOW, THEREFORE, the present owners of all of the Lots desiring to subject the Lots to and/or renew and extend said restrictions, conditions and limitations do hereby and herein enter into the following agreement;

WHEREAS, Robert R. Randolph and wife, Beth R. Beloff, 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;

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 No. 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

WHEREAS, Mrs. Evis Jo Craven Wilson, a widow, the present owner of the West half (W 1/2) 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, M. G. Marshall and wife, P. J. Marshall, the 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, the present owners of Lot Two (2) of the Hermann Hospital Estate, First Addition to the City of Houston, in Harris County, Texas; and

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WHEREAS, the respective parties and the said respective owners of the Lots, 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 to the restrictions, conditions and limitations hereinafter set forth.

NOW, THEREFORE, we, the said Robert R. Randolph and wife, Beth R. Beloff, Thomas B. Foster joined herein by his wife, Joan Foster, Mrs. Evie Jo Craven Wilson, a widow, M. G. Marshall and wife, P. J. Marshall, James A. Armogida and wife, Carolyn L. Armogida, for and in consideration of the benefits to accrue to our respective lots 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, 1996, 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, 1996, and this agreement embodying said restrictions, conditions and limitations shall forthwith be placed of record in the office of the Clerk of the County Court 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

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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:

RESTRICTIONS, CONDITIONS AND LIMITATIONS

The following restrictions, conditions and limitations are hereby imposed upon and shall apply to the Lots until January 1, 1996, the Lots being further described as follows:

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

Also 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 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; and

Also 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 half of the 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

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Also 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, saloon, hospital, livery stable, place of business, or public entertainment, or place of resort of any kind of character, or apartment house, or 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 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 four (4) 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

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residence building; at least three (3) feet between each side line of each of the Lots and the nearest garage or outbuilding;

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 (\$25,000) Dollars:

Each of the Lots shall be subject to said restrictions, limitations and conditions, and said restrictions, limitations and conditions shall remain in force until January 1, 1996, 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 said restrictions, conditions and limitations 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, limitations and conditions shall be held and construed to be covenants running with the land and 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, leasees 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 conditions, restrictions and limitations, it shall be lawful for any person owning any of the Lots, which are subject to the foregoing restrictions, limitations, and conditions in respect to which default be made, to institute and prosecute proper proceedings, at law or in equity, for the wrong done, or attempted to be done.

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

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 Lots be under any obligations or duty to enforce said restrictions, conditions or limitations as to, or 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.

EXECUTED as of the dates indicated below but effective as of the 31st day of December, 1985.

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

ROBERT R. RANDOLPH

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

BETH R. BELOFF

Date: 12/31/85

Thomas B. Foster  
THOMAS B. FOSTER

Date: 12/31/85

Joan Lander Foster  
JOAN FOSTER

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

EVIE JO CRAVEN WILSON

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

M. G. MARSHALL

035-64-0965

Date: \_\_\_\_\_ P. J. MARSHALL

Date: \_\_\_\_\_ JAMES A. ARMOGIDA

Date: \_\_\_\_\_ CAROLYN L. ARMOGIDA

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this \_\_\_\_ day of \_\_\_\_\_, 198\_\_ by Robert R. Randolph.

\_\_\_\_\_  
Notary Public in and  
for \_\_\_\_\_ County, Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this \_\_\_\_ day of \_\_\_\_\_, 198\_\_ by Beth R. Beloff.

\_\_\_\_\_  
Notary Public in and  
for \_\_\_\_\_ County, Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this 31 day of December, 1985 by Thomas B. Foster.



*Dorothy J. Woods*  
Notary Public in and  
for Harris County, Texas  
My Commission Expires: 2-1-86

DOROTHY J. WOODS  
Notary Public for the State of Texas  
My Commission Expires Feb. 1, 1986

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this 31 day of December, 1985 by Joan Foster.



*Dorothy J. Woods*  
Notary Public in and  
for Harris County, Texas  
My Commission Expires: 2-1-86

DOROTHY J. WOODS  
Notary Public for the State of Texas  
My Commission Expires Feb. 1, 1986



035-64-0966

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this \_\_\_ day of December, 1985 by Evie Jo Craven Wilson.

Notary Public in and  
for \_\_\_ County, Texas  
My Commission Expires:\_\_\_

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this \_\_\_ day of December, 1985 by M. G. Marshall.

Notary Public in and  
for \_\_\_ County, Texas  
My Commission Expires:\_\_\_

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this \_\_\_ day of December, 1985 by P. J. Marshall.

Notary Public in and  
for \_\_\_ County, Texas  
My Commission Expires:\_\_\_

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this \_\_\_ day of December, 1985 by James A. Armogida.

Notary Public in and  
for \_\_\_ County, Texas  
My Commission Expires:\_\_\_

STATE OF TEXAS )  
COUNTY OF HARRIS )

This instrument was acknowledged before me on  
this \_\_\_ day of December, 1985 by Carolyn L. Armogida.

Notary Public in and  
for \_\_\_ County, Texas  
My Commission Expires:\_\_\_

035-64-0967

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
the number hereon on the date and at the time stamped  
hereon by me, and was duly RECEIVED, in the Official  
Public Records of Real Property of Harris County, Texas on

DEC 31 1985



*Quita Larkins*  
County Clerk, Harris County, Texas

1985

035-64-0968

**CERTIFICATE OF LEGALITY AND AUTHENTICITY  
FOR MICROFILM RECORDS**

**OFFICIAL PUBLIC RECORDS OF REAL PROPERTY  
DIVISION: REAL PROPERTY - RECORDS DEPARTMENT  
HARRIS COUNTY, TEXAS**

1/20/68

035-64-0969

FILM TITLE PAGE FOR  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY  
DIVISION: REAL PROPERTY - RECORDS DEPARTMENT  
HARRIS COUNTY, TEXAS