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AGREEMENT AS TO RESTRICTIONS AFFECTING
CERTAIN LOTS IN 1900 BLOCK OF SOUTH BOULEVARD
IN CITY OF HOUSTON, TEXAS

STATE OF TEXAS)
COUNTY OF HARRIS)

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WHEREAS, the undersigned are the owners of certain lots fronting on South Boulevard in the 1900 Block thereof in the City of Houston, Texas, and desire to adopt a uniform plan for the development and maintenance of said lots in order that same shall remain in a desirable residential area and the values of said property shall be maintained; and,

035-32-1015

WHEREAS, the lots affected hereby are situated on South Boulevard in the City of Houston, Harris County, Texas, and are described as follows:

NORTH SIDE OF STREET

1920 South Boulevard - A part of the Obedience Smith Survey, being a lot fronting 58 feet on the North side of South Boulevard, lying West of and adjoining Ormond Place Addition, being the same lot described in deed from John H. Kennard to Cora Bryan McRae, feme sole, dated June 18, 1948, recorded in Volume 1786 on Page 1.

1924 South Boulevard - A part of the Obedience Smith Survey, being a lot fronting 60 feet on the North side of South Boulevard, being the same lot described in deed from MLK, Inc. to Herman D. Suit, et al, dated June 20, 1962, recorded in Volume 4773 on Page 624.

1928 South Boulevard - Lot Four (4) of Hermann Hospital Estate First Addition to the City of Houston, being the same lot described in deed from Jas. W. Northrup and Mary H. Northrup to Zoe E. Leger, dated June 18, 1954, recorded in Volume 3141 on Page 628.

1930 South Boulevard - Lot Three (3) of Hermann Hospital Estate First Addition to the City of Houston, being the same lot described in deed from J. W. Northrop, Jr., to Sallie B. Harris, dated June 15, 1940, recorded in Volume 1166 on Page 506.

SOUTH SIDE OF STREET

1919 South Boulevard - A part of Great Lot No. 2 of Obedience Smith Survey, being a lot fronting on the South side of South Boulevard and being the same lot described in deed from Paul J. Barraco et ux to Mrs. Nora Sims, feme sole, by deed dated July 17, 1931, recorded in Volume 876 on Page 669.

1923 South Boulevard - A part of the Obedience Smith Survey, being a lot fronting on the South side of South Boulevard and being the same lot described in deed from The Union National Bank of Houston, Texas to Kate Dozier Forwood, dated February 10, 1936 and recorded in Vol. 1007, Page 110, Deed Records of Harris County, Texas.

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COUNTY CLERK
HARRIS COUNTY, TEXAS

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1925 South Boulevard - Lot Five (5) of Hermann Hospital Estate First Addition to the City of Houston, being the same lot described in deed from A. M. Bowles and Caroline S. Bowles to Frances M. Heyck, dated July 27, 1959, recorded in Volume 3766 on Page 669.

1927 South Boulevard - Lot Six (6) in Hermann Hospital Estate First Addition to the City of Houston, being the same lot described in deed from Lola Adams et vir to Kenneth B. Harper and wife, Edith W. Harper, dated August 18, 1959, recorded in Volume 3786 on Page 233.

References above to volume and page are to the Deed Records of Harris County, Texas, and reference is made to said instruments and the records thereof for all purposes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The the undersigned and each of them, in consideration of the benefits to accrue to our respective lots from subjecting same to a uniform set of restrictions, hereby agree that each and all of the above described lots shall from the date hereof be subject to the following restrictions, to-wit:

1. Said lots and premises shall be used for residential or dwelling purposes only. The undersigned recognize the existence of certain multi-family dwelling units on certain of said lots and specially agree that the total of family dwelling units on any one lot shall not exceed nine, that being the largest number of apartment or dwelling units now existing on any one lot. Such dwelling units may be in apartments, houses, garage apartments or a combination thereof so long as the total dwelling units on one lot does not exceed nine.

2. Said lots and premises shall not be used for any business, trade or commercial purposes other than renting same for dwelling and residential purposes as provided above. No noxious or offensive activity shall be permitted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The activities intended to be prohibited hereby include, but are not restricted to, the manufacture, preparation, storage, repair or sale of any product; the rendering of any service, for which a charge is made; the conduct of any entertainment, religious service, or course of treatment or instruction which the public may attend; and the maintenance of any store, hotel, motel, club, rooming house, boarding

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house or commercial office or establishment of any kind, or any kind of establishment to which the public is invited.

3. No new building shall be constructed on any of said lots after this date nearer or closer than 25 feet to the nearest edge of South Boulevard. No building shall be constructed or maintained nearer to the side lines of the lot than 5 feet or nearer to the rear lines than 3 feet, except a detached garage building may be not less than 3 feet from such side lines. No portion of a building other than the roof or steps may be within said prohibited distances. No building shall exceed two stories in height above ground.

4. No trailer, tent, shack, or barn shall be placed, erected or be permitted to remain on any lot, nor shall any structure of a temporary character be used at any time as a residence.

5. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by a builder during actual construction.

6. No animals, horse, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

7. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of 15 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years unless, by a vote of a three-fourths majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of said 15 year period and filed of record in said County, it is agreed to amend or release same.

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K. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, either to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

Each party to this agreement agrees to observe and comply with the above restrictions and same shall be binding upon and inure to the benefit of his or her heirs, legal representatives, successors and assigns, provided, however, no party hereto shall be liable for any breach of these restrictions occurring after such party has sold said property and nothing in this agreement shall be construed to in any manner affect the title or boundaries of said lots.

This instrument may be executed in counterpart copies and the original and any counterpart thereof executed by any owner of any property described above shall be construed together as one instrument, and the same shall be fully effective as to the undersigned and the property in which the undersigned owns an interest as soon as at least one owner of each of the above lots has executed a counterpart hereof.

WITNESS our hands this 14th day of May, 1965.

NAME OF OWNER	ADDRESS OF PROPERTY
714 Frances M. Heyck	1925 South Boulevard
212 E. Leigh	1928 South Boulevard
Edith W. Harber	1927 South Boulevard
Ernest B. Harber	1927 South Boulevard
Mrs. Nora Stone	1919 South Boulevard
Jessie Brown McRae	1920 South Boulevard
John Edgar Thomas	1923 South Boulevard
	South Boulevard

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JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally

appeared Kenneth P. H. [unclear] and wife [unclear] and acknowledged to me that they
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 purpose and consideration therein expressed; and the said [unclear]
wife of said [unclear] having been examined by me privily and apart from her husband,

and having the same fully explained to her, she, the said [unclear] acknowledged said
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 the [unclear] day of [unclear] A. D. 19[unclear]

Notary Public in and for [unclear] County, Texas
MARGARET BELL

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JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally

appeared [unclear] and wife [unclear] and acknowledged to me that they
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 purpose and consideration therein expressed; and the said [unclear]
wife of said [unclear] having been examined by me privily and apart from her husband,

and having the same fully explained to her, she, the said [unclear] acknowledged said
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 the [unclear] day of [unclear] A. D. 19[unclear]

Notary Public in and for [unclear] County, Texas

035-32-1020

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF [unclear]

BEFORE ME, the undersigned authority, on this day personally

appeared [unclear] and wife [unclear] and acknowledged to me that they
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 purpose and consideration therein expressed; and the said [unclear]
wife of said [unclear] having been examined by me privily and apart from her husband,

and having the same fully explained to her, she, the said [unclear] acknowledged said
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 the [unclear] day of [unclear] A. D. 19[unclear]

Notary Public in and for [unclear] County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF [unclear]

BEFORE ME, the undersigned authority, on this day personally

appeared [unclear] and wife [unclear] and acknowledged to me that they
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 purpose and consideration therein expressed; and the said [unclear]
wife of said [unclear] having been examined by me privily and apart from her husband,

and having the same fully explained to her, she, the said [unclear] acknowledged said
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 the [unclear] day of [unclear] A. D. 19[unclear]

Notary Public in and for [unclear] County, T[unclear]

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF [unclear]

BEFORE ME, the undersigned authority, on this day personally

appeared [unclear] and wife [unclear] and acknowledged to me that they
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 purpose and consideration therein expressed; and the said [unclear]
wife of said [unclear] having been examined by me privily and apart from her husband,

and having the same fully explained to her, she, the said [unclear] acknowledged said
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 the [unclear] day of [unclear] A. D. 19[unclear]

Notary Public in and for [unclear] County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Frances M. Hightower 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 the 17th day of July A. D. 1965

Notary Public in and for Harris County, Texas.

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Zoe M. Hightower 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 the 17th day of July A. D. 1965

Notary Public in and for Harris County, Texas

MARGARET BELL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Mrs. Nova G. Hightower 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 the 22nd day of May A. D. 1965

Notary Public in and for Harris County, Texas.

MARGARET BELL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Corey Bryan McKee known to me to be the

person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 5th day of June A. D. 1965

Notary Public in and for Harris County, Texas

MARGARET BELL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

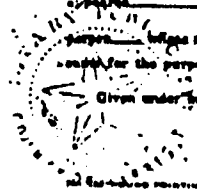
BEFORE ME, the undersigned authority, on this day personally

appeared KATE DOZIER FORWOOD a feme sole (widow) 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 the 18th day of June A. D. 1965

Notary Public in and for Harris County, Texas



Eva Jahnke (Eva Jahnke)