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HOUSTON, TEXAS 77002

STATE OF TEXAS § 101901 302107 - B D 1720
COUNTY OF HARRIS § DEED 11 15

RESTRICTIONS FOR WEST EDMONT ADDITION, No. 8551 sub 358
HARRIS COUNTY, TEXAS

D392555

132-33 2334

WHEREAS, the undersigned are the owners of all or a portion of the following described real property situated in West Edgemont Addition, Houston, Harris County, Texas, to wit:

- Lots 1 through 7 inclusive in Block 3;
- Lots 8 through 14 inclusive in Block 2;
- Lots 1 through 7 inclusive in Block 2;
- Lots 1 through 7 inclusive in Block 1;
- Lots 8 through 14 inclusive in Block 1;
- All tracts and/or lots in Block A; all of said properties being located on Milford, Banks, Vassar and Dunlavy Streets in the City of Houston, Harris County, Texas; and

WHEREAS, it is the desire of the undersigned to restrict the use and development of the above described property for residential purposes only as that term is hereinafter defined and to prevent the encroachment of commercial development in the area;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, for and in consideration of the mutual promises and covenants contained herein do hereby impose the following terms, conditions and restrictions on the above described property, to wit:

1. This property shall be used for residential purposes only. Only one (1) one-family residence may be erected, altered, placed or be permitted to remain on each lot; provided, however, this shall not prohibit the construction of a residence on portions of two or more lots owned by the same person or persons, provided, that such tract constitutes the residence for such person or persons.
2. Notwithstanding the above, duplexes and garage apartments shall be allowed on those lots fronting on Banks and Vassar Streets.
3. No duplexes shall be allowed on those lots fronting on Milford Street.
4. No garage or outbuilding or any portion thereof on those lots fronting on Milford Street shall be rented as an apartment, residence or living quarters without the express written consent of at least 70% of the other property owners on Milford in West Edgemont Addition who are subject to these restrictions (each lot or major portion thereof having one (1) vote) which consent must include the consent of the property —

14

owner on either side of such property where applicable. This provision shall not prohibit the use of a garage or outbuilding as living quarters for domestic employees or servants of the property owner engaged on the premises nor for members of the property owner's family.

5. Said lots and any improvements thereon shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment house purposes, nor for any purposes whatsoever that are inconsistent with the use of said property as a residence for living purposes.
6. These restrictions and covenants shall be effective as to each lot in said Addition immediately upon the signing of these restrictions and covenants by the owners of such lot and shall continue thereafter until January 1, 1990 unless sooner terminated as hereinafter provided and shall automatically be extended thereafter for successive periods of ten (10) years until terminated as hereinafter provided.
7. At any time while these restrictions and covenants are in force and effect whether during the primary term or any subsequent term thereafter, these restrictions and covenants may be amended, terminated or released by a vote of 70% of the then owners of the lots in said West Edgemont Addition that are subject to these restrictions (each lot or major portion thereof having one (1) vote), such amendment, termination or release to be in writing and filed of record in the Deed Records of Harris County, Texas.
8. 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 West Edgemont Addition, whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot in West Edgemont Addition shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.
9. 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 West Edgemont Addition that is subject to these restrictions to use whatever 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. The failure of any property owner or owners to take any action regarding the violation of any of the restrictions and covenants contained herein shall not waive the right to do so at any time as to such particular violation or as to any violations that may occur as to any other lots in West Edgemont Addition.
10. The undersigned agree to be bound by these restrictions and covenants, notwithstanding the fact that 100% of the property owners in West Edgemont Addition may not agree to be bound hereby. Any property owner or owners of any lot in West Edgemont Addition whose signature is not shown on these restrictions may become bound and subject to such restrictions upon the filing of a separate written instrument agreeing to become bound by these restrictions and covenants, making specific reference to these restrictions and covenants which

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will be filed in the Deed Records of Harris County, Texas, and by filing of such separate written instrument in the Deed Records of Harris County, Texas.

11. By the execution of this instrument; the undersigned do hereby bind themselves, their heirs, executors, administrators and assigns forever.

Witness our hands on the respective dates shown below:

| <u>Date</u> | <u>Address</u> | <u>Signature</u> |
|-----------------|-------------------------|---|
| <u>12-8-69</u> | <u>1706 Milford</u> | <u>J. M. Schumacher</u> |
| <u>12-9-69</u> | <u>1715 Vassar</u> | <u>John W. Beckman</u> John W. Beckman |
| <u>11-29-69</u> | <u>1702 MILFORD</u> | <u>Robert L. Loney</u> Robert L. Loney |
| <u>12-21-69</u> | <u>1702 MILFORD ST</u> | <u>Nancy L. Loney</u> Nancy L. Loney |
| <u>12-22-69</u> | <u>1706 Vassar</u> | <u>William J. Loney</u> William J. Loney |
| <u>12-8-69</u> | <u>1724 MILFORD ST.</u> | <u>V. A. Davis</u> (146) V. A. Davis |
| <u>12-8-69</u> | <u>1724 Milford St.</u> | <u>Wm. Kerley Davis</u> Wm. Kerley Davis |
| <u>12-8-69</u> | <u>1713 MILFORD St</u> | <u>Stanley Loney</u> Stanley Loney |
| <u>12-8-69</u> | <u>1713 Milford</u> | <u>Robert L. Loney</u> Robert L. Loney |
| <u>12-8-69</u> | <u>1714 Vassar</u> | <u>Helma Loney</u> Helma Loney |
| <u>12-8-69</u> | <u>1725 Milford</u> | <u>Martha K. Peoples</u> Martha K. Peoples |
| <u>12-8-69</u> | <u>1725 Milford</u> | <u>Robert L. Peoples</u> Robert L. Peoples |
| <u>12-8-69</u> | <u>1707 Banks</u> | <u>Nancy L. Peoples</u> Nancy L. Peoples |
| <u>12-8-69</u> | <u>1707 Banks</u> | <u>John L. Peoples</u> John L. Peoples |

DEED RECORDS
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132-33-2305

| Date | Address | Signature |
|----------------|----------------|-----------------------------------|
| 8 Dec. 1969 | 1707 MILFORD | <i>Royce Lynn Tuck</i> |
| Dec. 1969 | 1707 MILFORD | <i>[Signature]</i> |
| Dec 2, 1969 | 1701-21 Nassau | <i>[Signature]</i> |
| Dec 5, 1969 | 1701-21 Nassau | <i>[Signature]</i> |
| Dec 8, 1969 | 1711-1716 Bank | <i>[Signature]</i> |
| Dec 8, 1969 | 1721 Nassau | <i>[Signature]</i> |
| Dec 1, 1969 | 1701 MILFORD | <i>[Signature]</i> 132-33-2337 |
| Dec 1, 1969 | 1701 MILFORD | <i>[Signature]</i> |
| Dec 13, 1969 | 1730 Bank | <i>[Signature]</i> |
| Dec. 14, 1969 | 1701 MILFORD | <i>[Signature]</i> |
| Dec 14, 1969 | 1701 MILFORD | <i>[Signature]</i> |
| Dec 14, 1969 | 1715 1716 Bank | <i>[Signature]</i> |
| Dec. 14, 1969 | 1728 Milford | <i>[Signature]</i> |
| Dec. 14, 1969 | 1728 Milford | <i>[Signature]</i> |
| April 15, 1970 | 1729 Nassau | <i>[Signature]</i> |
| April 18, 1970 | 1709-11 Nassau | <i>[Signature]</i> |
| April 18, 1970 | 1709-11 Nassau | <i>[Signature]</i> |
| April 25, 1970 | 1731-3 Bank | <i>[Signature]</i> |

OEDD PROFORMS
 # 8551 #1:101

| Date | Address | Signature |
|---------|------------|-------------------|
| 5-23-70 | 1701 BANKS | Mr. Howard Boland |

DEED RECORDS
Vol 8554 p. 362

132-33-2338

