

WHEREAS, HOWARD HOUSING COMPANY, a corporation, duly organized and operating under the Laws of the State of Texas, being the owner of the lots hereinafter specifically mentioned, by resolution unanimously passed and adopted at a meeting of the Board of Directors of said corporation on April 2, 1951, at the office of the Corporation, resolved as follows:

"BE IT RESOLVED: That the following restrictions shall apply to all of the lots as shown on the recorded plat of Section 1 of KNOLLWOOD VILLAGE, an Addition to the City of Houston, in Harris County, Texas, which map was duly filed for record on the 19th day of March, 1951, under Harris County Clerk's File Number 858646, to which reference is hereby made for all purposes.

(1) No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on said lots other than one detached single-family dwelling not to exceed two stories in height and a private attached or detached garage, and such out-buildings as are customarily appertinent to a residence.

(2) No building shall be located nearer to the front lot line than 25 feet nor nearer to any side street line than 10 feet. No building except a detached garage or other out-building located 65 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.

(3) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet and a width of less than 60 feet at the front building setback line, as shown on the recorded plats.

(4) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(5) No trailer, basement, tent, shack, garage, barn or other out-building, erected on the tract, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence.

(6) The ground floor area of the main structure of any dwelling, exclusive of one-story open porches and garages, on Lots #1 through #8, both inclusive, in Block #28 and Lot #10 in Block #36 of said Section 1 of KNOLLWOOD VILLAGE shall not be less than 1400 square feet in the case of a one-story structure and not less than 1000 square feet in the case of a 1½ and 2-story structure. The ground floor area of the main structure of any dwelling, exclusive of one-story open porches and garages, as to the other lots in Section 1 of said Addition shall not be less than 1200 square feet in the case

of a one-story structure and not less than 900 square feet in the case of a 1½ and 2-story structure.

The exterior material of the main structure on any lot or plot shall be of brick masonry, stucco, or the equivalent, and frame materials, but shall not be constructed in its entirety of frame materials. The plans, specifications and design of the main structure shall be controlled by the Architectural Committee as provided for in Paragraphs Numbered 9, 10 and 11 herein.

(7) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.

(8) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(9) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved.

(10) The Architectural Control Committee is composed of Martin Madelman, Howard G. Singer, and Barbara Singer. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. After 10 years from date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(11) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(12) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet,

advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(13) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(14) No animals, 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 that they are not kept, bred or maintained for any commercial purpose.

(15) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner form the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1976, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect."

The undersigned, South Texas National Bank, acting herein by its duly authorized officers, the legal owner and holder of record indebtedness against the above described property, here now, by the execution of this instrument, subordinates its indebtedness to the restrictions as stipulated in this instrument, and gives its consent to the restricting of the property as pro-

vided herein.

EXECUTED at Houston, Texas, this the 4th day of APRIL, A. D. 1951.

HOWARD HOUSING COMPANY

By: Martin Madelman
President.



Martin Madelman
Secretary.

SOUTH TEXAS NATIONAL BANK,
Houston, Texas

BY: E. P. Halling
Vice-President



E. P. Halling
Cashier.

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN MADELMAN, President of HOWARD HOUSING COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Howard Housing Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of APRIL, A. D. 1951.



Letta DuBose
Notary Public in and for Harris County, Texas.
Letta DuBose, Notary Public
IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES... 6-1-51

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared E. P. STALLINGS, ~~VICE-President~~ of South Texas National Bank, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said South Texas National Bank, a banking corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
day of APRIL, A. D. 1951.



Leta DuBose
Notary Public in and for Harris
County, Texas.

Leta DuBose, Notary Public
IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES 6-1-51

Filed for Record Apr 6 1951, at 3:50 o'clock P.M.

Recorded May 1 1951, at 9:40 o'clock A.M.

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY Fisher Black Deputy

WHEREAS, Howard Housing Company is the Owner of Lots Number One (1) through Eight (8), both inclusive, in Block Number Twenty-Eight (28) of Knollwood Village, Section 1, an addition to the City of Houston in Harris County, Texas, as shown on a recorded Map or Plat thereof filed on March 19, 1951, under Harris County Clerk's File Number 858648, which plat reflects the building lines on the various lots in said Section 1 of Knollwood Village; and,

WHEREAS, the undersigned, Howard Housing Company, is desirous of changing the building lines on said lots Number One (1) through Eight, both inclusive, in Block Number Twenty-Eight (28) of said Section 1;

NOW, THEREFORE, the provisions pertaining to the set-back lines on said lots shall be as follows:

On Lots Number One (1) and Two (2) in said Block Number Twenty-Eight (28) of Knollwood Village, Section 1, the buildings constructed on said lots shall be erected not less than 25 feet from the front property line, and on Lots Number Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), in said Block Number Twenty-Eight (28) of Knollwood Village, Section 1, shall be constructed not less than 30 feet from the front property line.

It is distinctly understood that this instrument is only amendatory of and supplemental to the building lines as shown on said map as same affect the set-back lines on Lots Number

1 through 8, both inclusive, in Block Number 28 of Knollwood Village, Section 1, and as to the other lots and blocks as shown on said map or plat, the same are here now ratified and confirmed.

EXECUTED at Houston, Texas, this the 11th day of September, A. D. 1952.

HOWARD HOUSING COMPANY

By [Signature]
President

A T T E S T

[Signature]
Asst. Secretary

A P P R O V E D :

CITY PLANNING COMMISSION

By [Signature]
VICE CHAIRMAN

THE STATE OF TEXAS

COUNTY OF HARRIS

[Signature]
ENGR - Sec'y

BEFORE ME, the undersigned authority, on this day personally appeared Martin Madelman, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Howard Housing Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th Day of September, A. D. 1952.



[Signature]
Notary Public in and for Harris County,
T E X A S

Filed for Record

Recorded

W. D. MILLER, Clerk County Court, Harris County, Texas

By [Signature] Deputy

Sept. 16, 1952
Oct. 9, 1952

at 11:00 o'clock A.M.
at 9:00 o'clock A.M.

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, Howard Housing Company is the Owner of Lots Number One (1) through Eight (8), both inclusive, in Block Number Twenty-Eight (28) of Knollwood Village, Section-1, an addition to the City of Houston in Harris County, Texas, as shown on a recorded Map or Plat thereof filed on March 19, 1951, under Harris County Clerk's File Number 858648, which plat reflects the building lines on the various lots in said Section 1 of Knollwood Village; and,

WHEREAS, the undersigned, Howard Housing Company, is desirous of changing the building lines on said lots Number One (1) through Eight, both inclusive, in Block Number Twenty-Eight (28) of said Section 1;

NOW, THEREFORE, the provisions pertaining to the set-back lines on said lots shall be as follows:

On Lots Number One (1) and Two (2) in said Block Number Twenty-Eight (28) of Knollwood Village, Section 1, the buildings constructed on said lots shall be erected not less than 25 feet from the front property line, and on Lots Number Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), in said Block Number Twenty-Eight (28) of Knollwood Village, Section 1, shall be constructed not less than 30 feet from the front property line.

It is distinctly understood that this instrument is only amendatory of and supplemental to the building lines as shown on said map as same affect the set-back lines on Lots Number

1 through 8, both inclusive, in Block Number 28 of Knollwood Village, Section 1, and as to the other lots and blocks as shown on said map or plat, the same are here now ratified and confirmed.

EXECUTED at Houston, Texas, this the 11th day of September, A. D. 1952.

HOWARD HOUSING COMPANY

By [Signature]
President

A T T E S T

[Signature]
Asst. Secretary

A P P R O V E D:

CITY PLANNING COMMISSION

By [Signature]
vice CHAIRMAN

[Signature]
ENGR - Secy

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Martin Nadelman, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Howard Housing Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th Day of September, A. D. 1952.

[Signature]
Notary Public in and for Harris County,
T E X A S

