

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, Howard Housing Company, a corporation duly organized and operating under the laws of the State of Texas, is the owner of all of the lots as shown on the recorded plat of Knollwood Village, Section 3, an addition to the City of Houston in Harris County, Texas, which map has been duly filed for record on the 28th day of January, 1952, under Harris County Clerk's File Number 962597, to which reference is hereby made for all purposes, and the said Howard Housing Company, by this instrument, restricts all of said lots as hereinafter stipulated:

(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 on any lot nearer to the front lot line or nearer to the side street line than the building set-back lines as shown on the recorded plat. The term building shall be interpreted not to include a parapet wall or the extension of the eaves of a roof. 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 5,000 square feet and a width of less than 60 feet at the front building set-back line, as shown on the recorded plat.

(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 a residence.

(6) The ground floor area of the main structure of any dwelling, exclusive of one-story porches and garages, shall not be less than 1,200 square feet in the case of a one-story structure and not less than 900 square feet in the case of a 1-1/2 and 2-story structures.

The exterior material of the main structure on any lot or plot shall be of brick, masonry, stucco, or their 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. 3

(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 setback line unless similarly approved.

(10) The Architectural Control Committee is composed of Martin Madelman, Howard J. 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 the 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 to cease 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.

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 from 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, owned by Howard Housing Company, 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 provided herein.

EXECUTED at Houston, Texas, this the 8th day of February, A. D. 1952.

HOWARD HOUSING COMPANY

By [Signature]
President

A T T E S T

[Signature]
Secretary

SOUTH TEXAS NATIONAL BANK
HOUSTON, TEXAS

By [Signature]
President

A T T E S T

[Signature]
Clerk

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.

13th GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February A. D. 1952.

Louise Curry
Notary Public in and for Harris County,
TEXAS

LOUISE CURRY, Notary Public
IN AND FOR HARRIS COUNTY, TEXAS.
MY COMMISSION EXPIRES 6-1-53

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared U. F. ..., known to me to be the person whose name is subscribed to the foregoing instrument as President of the South Texas National Bank of Houston, Texas, a banking 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.

13th GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February, A. D. 1952.

Louise Curry
Notary Public in and for Harris County,
TEXAS

LOUISE CURRY, Notary Public
IN AND FOR HARRIS COUNTY, TEXAS.
MY COMMISSION EXPIRES 6-1-53

Filed for Record Feb 15 1952 at 3:35 o'clock P
Recorded Feb 22 1952 at 12:46 o'clock P
W. D. MILLER, Clerk County Court, Harris County, Texas.
By [Signature] Deputy.