

THE STATE OF TEXAS

990213

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 the lots as shown on the recorded plat of Section 4, of KNOLLWOOD VILLAGE, an addition to the City of Houston, in Harris County, Texas, which map was duly filed for record on the 7th day of April, A. D. 1952, under Harris County Clerk's file number 986087, to which reference is hereby made for all purposes, and desire to restrict all of said lots as hereinafter stipulated.

(1) Each lot shall be used for residential purposes only. 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. It is intended that out-buildings shall not include the use or construction of a garage apartment for rental purposes to others than domestic servants hired in the main 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 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 6,000 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.

(4) The ground floor area of the main structure of any dwelling, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet in case of a one-story structure and not less than 500 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 hereip.

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

(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 of wall shall be erected, placed or altered on any lot nearer to the 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.

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(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 purposes.

(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, 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 14th day of April, A. D. 1952.

HOWARD HOUSING COMPANY

By: Walter Madelman
President

ATTEST:

Samuel Schlangor
Secretary

SOUTH TEXAS NATIONAL BANK
HOUSTON, TEXAS

By: E. Stallings
Vice President

ATTEST:

Eric R. Carney
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 14 day of April, A. D. 1952.

Louise A. Windsor
Notary Public in and for Harris County,
TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared E. F. STALLINGS, ~~President~~ 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 17th day of April, A. D. 1952.

Louise Curry
Notary Public in and for Harris County,
TEXAS

MY COMMISSION EXPIRES 6-1-53

Filed for Record April 17-1952, at 3:05 o'clock P.M.
Recorded April 29-1952, at 12:18 o'clock P.M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
By Richard Miller Deputy.

The State of Texas,
County of

990214
Know All Men by These Presents:

WHEREAS, on the 19th day of May A. D. 1950
B. B. Noe and wife, Lola A. Noe
of the County of _____, State of _____, did execute, acknowledge and deliver to
Frank L. Vaccaro and wife, Vivian Vaccaro
of the County of Harris, State of Texas, a certain Deed
on the following described real estate, lying and being situated in the County of Harris
State of Texas, to-wit:

Lot Number One (1) in Block Number One (1) of Mathews Place,
an addition to the City of West University Place, adjacent
to the City of Houston, in Harris County, Texas, according
to the Map or Plat thereof recorded in Volume 1163, Page 149, Deed
Records of Harris County, Texas, and reserved a vendor's lien
therein.

to secure the prompt payment of their one (1) certain promissory note executed
by the said Frank Vaccaro and wife, Vivian Vaccaro and payable to the
order of B. B. Noe and wife, Lola A. Noe
of even date with said Deed in the principal sum of \$2,000.00 with
interest thereon as in said Note specified, both principal and interest
payable in three (3) installments as provided for in said Note; said Note
being additionally secured by a Deed of Trust to Roy Davis.