

STATE OF TEXAS
COUNTY OF HARRIS

1209848

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 9 of KNOLLWOOD VILLAGE, an addition to the City of Houston in Harris County, Texas, which map was duly filed for record on the 23rd day of October, A. D. 1953, under Harris County Clerk's file No. 1180010, to which reference is hereby made for all purposes, and desires to restrict all of said lots as hereinafter stipulated.

(1) Each lot in said Section 9 of Knollwood Village shall be used for residential purposes only. A duplex shall be construed as a residence and as such may be constructed only on Lots No. One (1) through Twenty-Three (23), both inclusive, in block No. One (1), and Lots No. One (1), Two (2) and Three (3) in block No. Two (2) of said Section 9 of Knollwood Village. Otherwise no structure shall be erected, altered, placed, or permitted to remain on said remaining lots in said Section 9 other than one detached single family dwelling not to exceed two stories in height and a private or detached garage and such out-buildings that are appurtenant to a residence. It is intended that on all lots in said Section 9 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 25 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 6,000.00 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

See note below.

in Harris County, Texas, which was recorded on the 23rd day of October, A. D. 1953, under Harris County Clerk's file No. 1180010, to which reference is hereby made for all purposes, and desires to restrict all of said lots as hereinafter stipulated.

(1) Each lot in said Section 9 of Knollwood Village shall be used for residential purposes only. A duplex shall be construed as a residence and as such may be constructed only on Lots No. One (1) through Twenty-Three (23), both inclusive, in block No. One (1), and Lots No. One (1), Two (2) and Three (3) in Block No. Two (2) of said Section 9 of Knollwood Village. Otherwise no structure shall be erected, altered, placed, or permitted to remain on said remaining lots in said Section 9 other than one detached single family dwelling not to exceed two stories in height and a private or detached garage and such out-buildings that are appurtenant to a residence. It is intended that on all lots in said Section 9 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 25 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 6,000.00 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

See note below.

Howard Housing Company, owning one-hundred percent of the lots, amended the restrictions for all of Section 9 on August 19, 1954. Harris County document number 1310839; recorded in deed records volume 2820 on page 190

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing is a true and correct photographic copy of the original record, now in my lawful custody and possession, filed on the date stamped thereon and recorded in the Record, Volume and Page as stamped thereon, I hereby certify on

FEB 21 1985

ANITA ROOHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By 
Deputy

RUBY SWORD



DEED :

RECORDS

Vol. 2700 Page 642

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 a one detached single family dwelling, exclusive of one-story open porches and garages, on Lots No. One (1) through Twenty-Three (23) in Block No. One (1) and Lots No. One (1), Two (2) and Three (3) in Block No. Two (2) in said Section 9 shall be not less than 1200 square feet in case of a one-story structure and not less than 900 square feet in case of a one-and-one-half- and two-story structure.

The ground floor area of the main structure of a one and one-half- and two-story duplex on Lots No. One (1) through Twenty-Three (23) in Block No. One (1) and Lots No. One (1), Two (2) and Three (3) in Block No. Two (2) of said Section 9 shall be not less than 900 square feet and in the case of a one-story duplex the ground floor area of the main structure of the duplex shall be not less than 1600 square feet.

The ground floor area of the main structure of any dwelling, exclusive of one-story open porches and garages, as to all of the other lots in said Section 9 of said addition, shall be not less than 1400 square feet in case of a one-story structure and not less than 1000 square feet in case of a one and one-half- and two-story structure.

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 plat.

(d) 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 of elevation.

644
674
No fence or 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 Madelsan, 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 ten (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 thirty (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 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 form the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the

30

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 obstructions 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 ten (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 sub-division 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 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, 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 22nd day of

December, A. D. 1953.

HOWARD HOUSING COMPANY

By [Signature]
Vice President

ATTEST:

[Signature]
Jan Secretary

TEXAS NATIONAL BANK

By [Signature]
VICE-President

ATTEST:

[Signature]
Cashier

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Howard Singer Vice 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 22nd day of December, A. D. 1953.

[Signature]
Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared F. P. Stallings Vice President of 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 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 22nd day of December, A. D. 1953.

[Signature]
Notary Public in and for
Harris County, Texas
MY COMMISSION EXPIRES 6-1-55

STATE OF TEXAS |
 COUNTY OF HARRIS |

1310839

Dec. 9

(32)

Whereas, Howard Housing Company, a corporation duly organized and operating under the laws of the State of Texas, has heretofore duly filed for record under Harris County Clerk's File No. 1209848, to which reference is hereby made, an instrument dated 23 day of DECEMBER, 1952, restricting all of the lots in Knollwood Village, Section Nine (9), an addition to the City of Houston in Harris County, Texas; and

Whereas, Howard Housing Company is the owner of Lots One (1) through Twenty-three (23), both inclusive, in Block One (1) and Lots One (1), Two (2) and Three (3) in Block Two (2) in said Knollwood Village, Section Nine (9), and desires to amend the Restrictions affecting said lots in the following particulars.

Paragraphs numbered (1) and (6) in the original Restrictions hereinabove referred to shall be amended, and in lieu of said Paragraphs (1) and (6) the following shall be applicable:

(1) Each lot in said Section Nine (9) of Knollwood Village shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot in said Section Nine (9) other than detached single family dwellings not to exceed two stories in height with a private or detached garage and such out-buildings that are appurtenant to a residence. It is intended that on all lots in said Section Nine (9) 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.

(6) The ground floor area of the main structure of any detached single family dwelling, exclusive of one-story open porches and garages shall be not less than 1,400 square feet in case of a one-story structure and not less than 1,000 square feet in case of a one

and one-half and two-story structure. The exterior material of the main structure on any lot or plot shall be of brick, masonry, stone 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 (9), (10) and (11) of the original restrictions, dated 22 day of DECEMBER, 1953, hereinabove referred to.

23

This instrument is amendatory of and supplementary to the original restrictions, dated 22 day of DECEMBER, 1953, above referred to, only as to Paragraphs numbered (1) and (6) and any and all other restrictions and provisions in the original instrument are here now ratified and confirmed.

EXECUTED this the 19th day of August, A. D. 1954.

HOWARD HOUSING COMPANY

Howard H. Jones
Vice President

Stacy K. Lang
Secretary

STATE OF TEXAS

COUNTY OF HARRIS

LEFONA E. the undersigned authority, on this day personally appeared Howard H. Jones Vice President of HOWARD HOUSING COMPANY, a corporation, 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, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of August, A. D. 1954.

H. C. Simpson
Notary Public in and for
Harris County, Texas



Filed for Record Sept 1 1954 at 1:40 o'clock PM
Recorded Sept 28 1954 at 1:57 o'clock PM
W. D. MILLER, Clerk County Court, Harris County, Texas
W. D. Miller Deputy

STATE OF TEXAS 1310839
COUNTY OF HARRIS I

Whereas, Howard Housing Company, a corporation duly organized and operating under the laws of the State of Texas, has heretofore duly filed for record under Harris County Clerk's File No. 1209248, to which reference is hereby made, an instrument dated 22nd day of DECEMBER, 1952, restricting all of the lots in Knollwood Village, Section Nine (9), an addition to the City of Houston in Harris County, Texas; and

Whereas, Howard Housing Company is the owner of Lots One (1) through Twenty-three (23), both inclusive, in Block One (1) and Lots One (1), Two (2) and Three (3) in Block Two (2) in said Knollwood Village, Section Nine (9), and desires to amend the Restrictions affecting said lots in the following particulars.

Paragraphs numbered (1) and (6) in the original Restrictions hereinabove referred to shall be amended, and in lieu of said Paragraphs (1) and (6) the following shall be applicable:

(1) Each lot in said Section Nine (9) of Knollwood Village shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot in said Section Nine (9) other than detached single family dwellings not to exceed two stories in height with a private or detached garage and such out-buildings that are appurtenant to a residence. It is intended that on all lots in said Section Nine (9) 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.

(6) The ground floor area of the main structure of any detached single family dwelling, exclusive of one-story open porches and garages shall be not less than 1,400 square feet in case of a one-story structure and not less than 1,000 square feet in case of a one

and one-half and two-story structure. The exterior material of the main structure on any lot or plot shall be of brick, masonry, stone 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 (9), (10) and (11) of the original Restrictions, dated 22 day of DECEMBER, 1953, hereinabove referred to.

This instrument is amendatory of and supplementary to the original Restrictions, dated 22 day of DECEMBER, 1953, above referred to, only as to Paragraphs numbered (1) and (6) and any and all other restrictions and provisions in the original instrument are here now ratified and confirmed:

EXECUTED this the 19th day of August, A. D. 1954.

HOWARD HOUSING COMPANY

By Howard G. Singer
Vice President

ATTEST:
Frank H. Wang
Notary Secretary

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Howard G. Singer, Vice President of HOWARD HOUSING COMPANY, a corporation, 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, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of August, A. D. 1954.

H. C. Campbell
Notary Public in and for
Harris County, Texas



Filed for Record Sept 16 1954 at 2:40 o'clock AM.
Recorded Sept 28 1954 at 2:28 o'clock PM.
W. D. MILLER, Clerk County Court, Harris County, Texas
By Jan C. Wood Deputy