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6:00 P.M.
Deputy.

Cherokee and
licate the

this day

is subscribed

the purposes

and considerations therein expressed.

Given under my hand and seal, of office, this 7th day of Sept. 1926.

A. Verna Morris, Notary Public, in and for Harris County, Texas. (Seal)

State of Texas, County of Harris. Before me, the undersigned authority, on this day personally

instrument, and acknowledged to me that he executed the same for the purposes and considerations

thereby expressed. Given under my hand and seal of office, this 11th day of Sept. 1926.

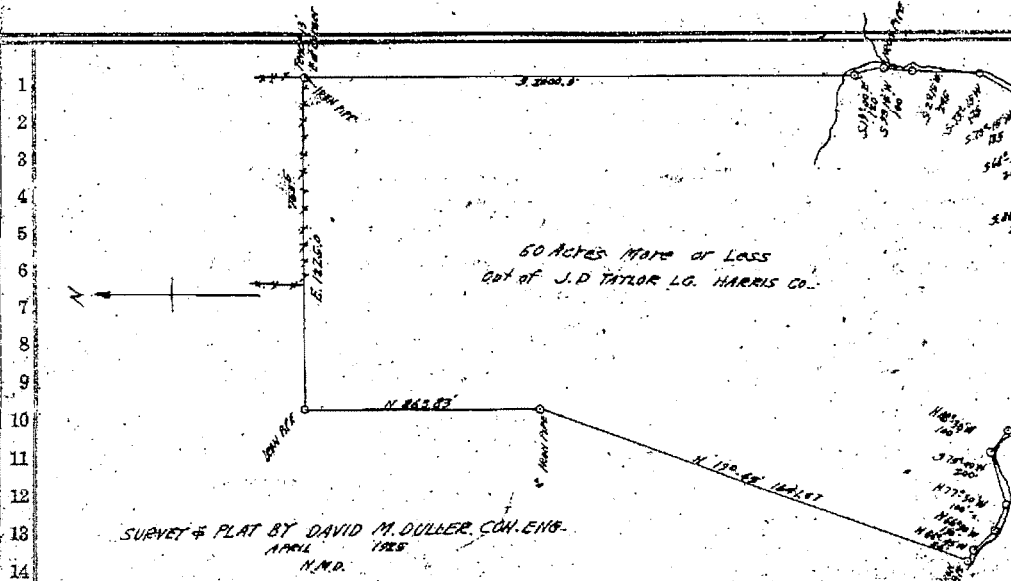
A. Verna Morris, Notary Public, in and for Harris County, Texas. (Seal)

This revised plat of Cherokee and Sunsetlea, additions to the city of Houston, Harris County, Texas, was filed with the city Council by H. B. Masterson and Harris Masterson, Jr., owners, as approved by the Council and the streets indicated thereon were accepted for the use of the public, on this the 14th day of Sept. 1926.

by H. B. Masterson, Jr.,

for Map see following page.

655/298
DR



He 434

West Line Cherokee Boulevard West to City Eng. Dept. Iron pin at intersection of County Road and Dunlavy Street.

BISSONNET ST.

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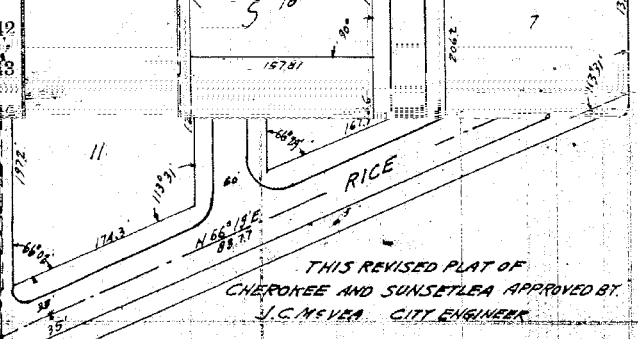
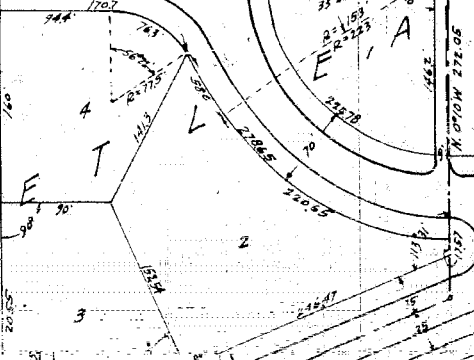
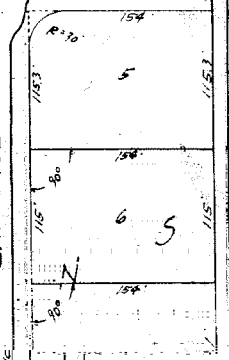
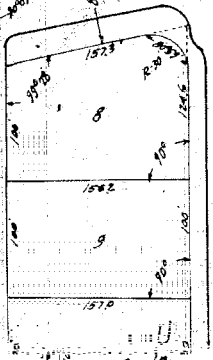
1 FT. RESERVE ON WEST SIDE
9 FT. ALLEY

BOULEVARD

SUNSET BOULEVARD

BOULEVARD
MANDELL

1 FT. RESERVE ON EAST SIDE
9 FT. ALLEY



REVISED PLAT OF
CHEROKEE
AND
SUNSET
HOUSTON, TEX.
SCALE 1" = 100' NOV. 1924
H.A. KIPP ENGINEER

THIS REVISED PLAT OF
CHEROKEE AND SUNSETLEA APPROVED BY
J.C. MEYER, CITY ENGINEER

T. S. Masterson

County Deed

Know all men by these presents That I, H.B. Masterson, of Harris County, Texas, for and to be paid, and secured to be paid, by T. S.

In writing manner, to-wit: I have this day in hand paid by T. S. Masterson, hereby acknowledged and confessed, and the said T. S. Masterson of his five and 5, respectively, notes Nos. 1, 2, 3 and 4 and NO/100 (\$1,000.00) Dollars, and note No. 5 and NO/100 (\$1,500.00) Dollars, all of the City of Houston, Harris County, Texas, in their years after date, respectively, and all bearing interest per annum, payable annually, and all providing interest thereof when due, or failure to pay before the same become delinquent, shall, in the hands of the holder or holders of said notes, or any of them, be secured by the Vendor's Lien hereinafter described, and being also fully described in, and secured by the property, of even date herewith, executed and delivered to the Trustee for H. B. Masterson, here referred to as the Trustee, and by these presents do grant bargain and convey, and by these presents do grant bargain and convey, unto the said T. S. Masterson, all that certain lot, tract or parcel of land, situated on the South Side of Buffalo Bayou, and being out of the Harris, and State of Texas, known, designated

662/637
DR

(2), in Cherokee, an Addition to the City of Houston, recorded in the Deed Records of Harris County, Texas, for all purposes.

and premises, together with all and singular interests in and otherwise belonging, unto the said T. S. Masterson.

I do hereby bind myself, my heirs, executors and assigns, all and singular the said described property and premises, against every person claiming the same, or any part thereof.

The Vendor's Lien is retained against the above described notes and all interest thereon, and all interest thereon, until the said notes and all interest thereon are fully paid according to the face, tenor, effect and meaning thereof, when this deed shall become absolute.

This conveyance, however, is executed and delivered subject to the following conditions, restrictions, covenants and agreements, and the Grantee herein, his heirs and assigns, shall, until the First day of January, A. D., 1999, hold the hereinabove described property and premises subject to the following, to-wit:

1. The grantee herein, his heirs and assigns, shall not sell, convey, transfer, lease, rent or demise any portion of the hereinabove described property, premises and improvements to any person or persons except of the Caucasian Race.
2. No spirituous, vinous, or malt liquors, or medicated Bitters, capable of producing

Clerk's Notes - Apr. 4806

No. 1468
 H. B. Masterson
 General Warrant
 The State of Texas, County of Harris,
 Masterson, of Harris County, Texas, on and to be paid, and secured to be paid, by T. S. Masterson, of Harris County, Texas, in the following and to-wit: One Thousand and NO/100 (\$1000.00) Dollars cash of Harris County, Texas, the receipt of which is in full further consideration of the execution and delivery of certain promissory notes, numbered 1, 2, 3, 4, and 5, being each for the principal sum of One Thousand Five Hundred and NO/100 (\$1,500.00) Dollars, all being payable to the order of H. B. Masterson, in the numerical order on or before 1, 2, 3, 4 and 5, years after date, interest from date at the rate of seven per cent per annum, that failure to pay any portion of principal or interest on any or all of said events, at the option of the holder, mature the entire indebtedness, and said notes be retained upon the hereinafter described property by the Trustee of Trust on the hereinafter described property delivered by T. S. Masterson to Elliott Cage as Trustee for all purposes; have granted, bargained, sold, aliened, conveyed, confirmed, ratified, released, sold and convey, unto the said T. S. Masterson, all that certain lot, tract or parcel of land, located and situated in the City of Houston, on the South Side of Buffalo Bayou, and being out of the Harris, and State of Texas, known, designated and described as follows, to-wit:
 Lot Numbered Sixteen (16), in Block Numbered Two Hundred and Sixty (260), in Addition to the City of Houston, Texas, in Volume 538, page 442, here referred to as the Addition, and to have and to hold the above described property and premises, together with all and singular interests in and otherwise belonging, unto the said T. S. Masterson, his heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend the title to the above described property and premises unto the said T. S. Masterson, his heirs and assigns, whomever lawfully claiming, or to claim, the same. But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property and premises, until the same are fully paid according to the face, tenor, effect and meaning thereof, when this deed shall become absolute.

intoxication, shall ever be sold, or offered for sale, in, on or about, the hereinabove

any part thereof.

tion, duplex, store, or business house of any character, the hereinabove described property and premises, and no described property and premises shall be used for any kind or character.

constructed upon the hereinabove described property and than Ten Thousand and NO/100 (\$10,000.00) Dollars, in-buildings.

l be erected on any building site in the Cherokee Addition.

constructed on the hereinabove described property and Mandell Boulevard.

ent of any character, shall be erected or constructed upon and premises nearer than thirty (30') feet to the property or nearer than fifteen (15') feet to the side, or North and described property and premise, it being expressly stipulated projection from any residence, or other improvement, are

ll be erected on the hereinabove described property and et of the Street line of Mandell Boulevard.

reynance subject to the restrictions and conditions.

agreed shall be covenants running with the land, and said s and assigns, covenant to and with the grantor, his

rs; and assigns, shall observe and perform such restrictions e herein, his heirs and assigns, at any time fail to

ing provisions, the Grantor herein, his heirs and assigns, e Addition, may, by instituting suit, enforce a compliance

olation thereof, or said land shall revert to the grantor id he or they so elect; provided, that in the event the

id elect to recover the title to the said property because of the foregoing provisions, he or they shall give notice

t therefor within six months of the time of such breach of ons. Provided, also, that the breach of any

or any reentry by reason of such breach, shall not defeat mortgage or Deed of Trust made in good faith for value

ents thereon.

and at Houston, Texas, on this the 7th day of March A.D. 1924.

(Stamp and \$6.50)

ared H. B. Masterson, known to me to be the person whose name is

and acknowledged to me that he executed the same for

and and seal of office, this the 9th day of April A.D. 1924.

A. J. Aucott, Notary Public in and for Harris County, Texas.

for Record Apr. 9, 1924 at 1:20 o'clock P.M. Recorded Apr. 11, 1924 at 1:35 o'clock P.M.

est. Lawrence D. Clerk County Court Harris County, Texas. By A. E. Shanks Deputy

described property and premises, or

3. No apartment house, filling sta shall be erected or constructed upon portion, or all, of the hereinabove business or commercial purpose of a

4. No residence shall be erected on premises of an actual value of less including the actual value of all out

5. Not more than one residence sha

6. No residence shall be erected on premises unless the same fronts on

7. No residence, or other improvem the hereinabove described property line fronting on Mandell Boulevard, South, lines of the hereinabove des and understood that all porches and included within this restriction.

8. No fences of any character sha premises within thirty-five (35') f

The grantee herein accepts this con

hereinabove set forth, which it is

grantee does, for himself, his heirs

heirs and assigns, that he, his hei and conditions, and should the gran

comply with any or all of the foreg

or any owner of property in Cheroke

therewith or restrain the further v

herein, his heirs and assigns, shou

grantor, his heirs or assigns, shou

of any such violation of any or all

of such election by instituting sui

any or all of the foregoing provis

or all of the foregoing provisions,

or render invalid the lien of any m

as to the said land or any improvem

In Testimony Whereof, witness my h

H. B. Masterson,
Notary Public

this day personally app
subscribed to the foreg

the premises and cons
given under my

45 Filed
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653627

THE STATE OF TEXAS :
COUNTY OF HARRIS :

1960/424
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5/14
1960
Harris County

WHEREAS H. B. Masterson of Harris County, Texas, as the owner of a certain tract or parcel of land out of Original Lot Five (5) of the Obedience Smith Survey, situated within the limits of the City of Houston, has heretofore subdivided, platted and dedicated said land as an Addition to the City of Houston, known and designated as Cherokee Addition to said city, as will fully appear from the original map of said Cherokee Addition of record in Volume 538 at Page 442 of the Deed Records of Harris County, Texas, and the revised plat of said addition which is of record in Vol. 655, Page 298 of such Deed Records, to each of which maps and plats and their accompanying instruments of dedication and the respective records thereof, reference is here made for all purposes; and

WHEREAS in accordance with and as a result of the instrument above referred to said tract of land was divided into lots and blocks with intervening streets and alleys of such size, location and arrangement as to evidence and carry into effect the declared design and intention of the said H. B. Masterson, as the owner thereof, to convert the same into and create therefrom a high class residential district of said City of Houston, with such restrictions on and limitations of the future use, improvement and conveyance thereof as were fit and appropriate for the accomplishment of such purpose and design; and

WHEREAS the said H. B. Masterson has heretofore sold and conveyed each and all of the lots contained within said Cherokee Addition, as shown by the revised plat thereof

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above referred to, and such purchases have been made, and valuable residences and other appropriate improvements have been constructed on many of said lots, in reliance on the existence, validity and uniformity of said restrictions and limitations; and

WHEREAS said restrictions and limitations adopted by the said H. B. Masterson, as the owner and creator of said Cherokee Addition do not appear of record in any one instrument to which reference may be made, but are contained in individual deeds and other instruments affecting title to portions of said property less than the whole thereof; and

WHEREAS the expiration date of said restrictions and limitations is not the same in all of said deeds and other instruments; and

WHEREAS it is to the mutual advantage of each and every owner of property within said Cherokee Addition that the restrictions and limitations upon the use, improvement and conveyance of said properties be incorporated within a single instrument, with provision for expiration at a fixed and determined date, to the end that all persons dealing with said properties, or any of them, now or in the future, may have knowledge or notice thereof and be bound thereby:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being the owners and all of the owners of lots, tracts or parcels of land out of said

Cherokee Addition in consideration of the premises and of the mutual advantages accruing and to accrue to us, and each of us, as such property owners,

2.

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and by the terms of this
ee, with and among each
ictions, covenants and con-
d all of said lots in said
s running with the land for
from and after the date hereof
uture conveyance of said land
ons were fully copies therein:

by reason hereof, have agreed
instrument do contract and ag
other that the following rest
ditions shall fix upon each a
addition and shall be covenan
a period of twenty-five years
and shall be a part of every
the same as if these restrict

part thereof, or any
ereon shall ever be
transformed, leased,

1. No lot or any p
improvements: to
sold, conveyan

persons, except with the Caucasian race.
This provision shall not include the
occupancy by servants, other than of
the Caucasian race or a servant's
room upon said premises where such
servants are employed by the occupants
of the main dwelling thereon.

2. No spiritous, vinous or malt liquors,
or medicated bitters, capable of
producing intoxication, shall
ever be sold or offered for sale
in, on or about any lot in said
addition, or any part thereof.
3. No apartment house, filling station,
duplex, garage apartments, store
or business house of any character
shall be erected or constructed upon
any lot or part thereof in said addi-
tion, and no portion or all of the
hereinabove described property and
premises shall be used for any busi-
ness or commercial purpose of any
kind or character, whether operated
within or without a residential
structure.
4. No residence shall be erected or con-
structed upon the hereinabove des-
cribed property and premises of an
actual value of less than Ten thousand
and no/100 (\$10,000.00) Dollars
including the actual value of all
out buildings.
5. Building sites on Mandell Boulevard
shall be not less than 105 feet in
width, and building sites on Cherokee
Boulevard shall be not less than
70 feet in width.

No residence, nor other improvement, of any character, and no building, shall be erected within ten feet to the property line fronting on Cherokee or Mandell Boulevards, and the main residence, including all porches and projections thereof, located on building sites fronting on Mandell Boulevard shall be not nearer than 15 feet to the side property line and all buildings and sites located on Cherokee Boulevard not nearer than 10 feet to the side property line. Garages, when joined to or a part of the residence, shall come within this restriction, but where such garages or other out-houses are separate, distinct and apart from the main dwelling, they must be located on the rear of the building site and be not more than 10 feet of the rear property line and the same may be erected and constructed not nearer than 6 feet to the side property line of said building site.

7. No fences of any character shall be erected on the hereinabove described property and premises within thirty-five feet of the front property line of Cherokee or Mandell Boulevards.
8. No residence shall be erected or constructed on the hereinabove described property and premises unless the same fronts on Cherokee or Mandell Boulevards.

It is expressly understood and agreed by and between all of the parties hereto that any of said parties, his heirs or assigns, may, by instituting suit, enforce compliance herewith or restrain the further violation hereof, or take any other action that the law permits provided any violation shall occur.

It is further expressly understood and agreed that these restrictions, covenants and conditions shall be and are covenants running with the land and may be extended from time to time for additional periods of twenty-five

428

each provided that prior to the expiration of any
 period the ownership of not less than 51%
 of the land by area located in said addition shall sign
 and acknowledge an instrument evidencing their desire to
 remove such restrictions for such additional period and
 to file the same in the office of the County Clerk of Harris
 County, Texas.

Upon the execution of this instrument by all
 the present owners of property in said addition, the
 restrictions, covenants and conditions contained in the
 deed to the individual lots therein shall terminate and
 all restrictions, covenants and conditions pertaining to
 the entire addition contained herein shall be immediately
 null and void and the said H. B. Masterson joins herein to
 give his consent thereto.

EXECUTED this 30th day of November, A.D. 1938.

[Handwritten signatures]
 J. W. Wells
 H. B. Masterson
 Grace White
 J. Hamilton
 M. White
 M. White
 M. White

[Handwritten signatures]
 J. B. Masterson
 M. J. Masterson
 R. P. Jackson
 Chas. Jackson
 Wm. M. Anderson
 J. C. Anderson
 E. C. Anderson
 J. C. Anderson
 J. C. Anderson
 J. C. Anderson

[Large handwritten signature]
 H. B. Masterson

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17505 E ER 4125
DEED RECORDS
VOLUME 3805 PAGE 425

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Rest
D

THE STATE OF TEXAS
COUNTY OF HARRIS

REC-3157
DEC-31-59

then owner of that
inal Lot No. Five (5)
y, Texas, did subdivide
ts, alleys and ease-
addition to the City of
designated as CHEROKEE
according to the map or plat thereof or record in volume
e 442, Deed Records of Harris County, Texas, and did fur-
cute and file for record that certain revised map or plat
KEE ADDITION now of record in Volume 655, Page 298, Deed
of Harris County, Texas. Reference is here made to both
maps or plats and to the respective records thereof for
oses. Such addition, according to the original plat
as revised by the revised plat thereof, is hereinafter
HEROKEE ADDITION.

WHEREAS, in accordance with and as a result to such
plat and such revised plat CHEROKEE ADDITION was divided
cks and lots (with intervening streets and alleys) of such
cation and arrangement as to evidence and carry into ef-
declared design and intention of H. B. Masterson, as the
ereof, to establish, fix and create CHEROKEE ADDITION as
lass residential ad~~dition~~ and area with appropriate coven-
restrictions to effectuate such result.

WHEREAS, the present owners of lots in CHEROKEE ADDITION
sted valuable residences upon the property in reliance
existence, effectiveness and uniformity of covenants and
acter of CHEROKEE

son did, in fact,
ctions upon such

Just

C 4425

WHEREAS, H. B. Masterson, as the
certain tract or parcel of land out of Orli
of the OBEDIENCE SMITH SURVEY, Harris Coun
and plat (including dedication of the stre
ments) such tract or parcel of land as an
Houston, Harris County, Texas, known and

ADDITION
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restrictions controlling the residential char
ADDITION.

WHEREAS, while the said H. B. Maste
adopt a uniform plan of development and restr

CHEROKEE ADDITION, he did not promulgate and impose by a single instrument the covenants and restrictions applicable thereto, but to the contrary, such uniform plan was effected by H. B. Masterson and his assigns by the incorporation in the various deeds to lot purchasers the covenants and restrictions applicable thereto.

DEED RECORDS
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WHEREAS, the expiration dates of the covenants and restrictions imposed upon various of the lots or parcels of land out of CHEROKEE ADDITION by the deed, as aforesaid, were not uniform and through oversight such covenants and restrictions were omitted from a small number of such deeds.

WHEREAS, by instrument dated April 24, 1941, and of record in Volume 1210, Page 13, Deed Records of Harris County, Texas, the then owners of the lots or parcels of land in CHEROKEE ADDITION which were unrestricted or upon which the restrictions would have otherwise expired during the year 1943, did impose upon the lots or parcels owned and held by such parties the covenants and restrictions applicable to other lots in CHEROKEE ADDITION for a period of twenty-five (25) years from the date of such instrument with provisions for renewal in the manner prescribed therein.

WHEREAS, the undersigned owners - being the owners of lots or parcels of land as hereinafter set forth opposite their respective names - desire to nullify and revoke all covenants and restrictions upon the lands situated in CHEROKEE ADDITION and further, for the purpose of creating and carrying out a more uniform plan to control and govern hereafter the use and occupancy of the lands situated within CHEROKEE ADDITION, to restrict the use and occupancy of such lands in accordance with the covenants and restrictions hereinafter set forth.

FILED
Robert C. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

-2-

'59 DEC 31 PM 4:10

over

MENTS:

he following.

ts or parcels

AL OWNED

et of Lot 1,

et of Lot 1;
et of Lot 2,

et of Lot 2;
et of Lot 3,

et, Lot 3, in

ock 1

et of Lot 5,

et of Lot 5;
et of Lot 6,

et of Lot 6,

ock 1

ock 1

orth 10 feet of
ock 2.

ot 2, in Block

et of Lot 2,
0 feet of Lot 3,

et of Lot 3 and
et of Lot 4, in

et of Lot 4,
0 feet of Lot 5,

et of Lot 5,

ock 2

DEED RECORDS

VOL 3895 PAGE 427

Diana DeBakey

NOW, THEREFORE, KNOW ALL MEN BY THESE PREC

That we, the undersigned owners, - being

parties opposite the respective names of whom the l

of land owned by each is set out as follows, to-wit

<u>NAME</u>	<u>LOT OR PARCE</u>
Joyce Cox and wife, Irene Gail Cox	North 100 fe in Block 1
Lela B. Bickley and Margaret Louise Smith	South 6.7 fe North 65 fe in Block 1
Lela B. Bickley and Margaret Louise Smith	South 40 fe North 30 fe in Block 1
Dott Sprong Whitsitt and husband, Dr. J. J. Whitsitt, and Cordelia Jane Reid and husband, Michael A. Reid	South 75 fe Block 1
Phil D. Woodruff and wife, Mildred S. Woodruff	Lot 4, in B
D. L. Anderson and wife, Ruth M. Anderson Fred F. Holloway William M. Baker and wife, William M. Baker and Jean Holloway	North 70 fe in Block 1 South 35 fe North 35 fe in Block 1
Nell S. Clarke,	South 70 fe in Block 1
Dr. Lawrence T. Pulliam and wife, Louise Pulliam	Lot 7, in B
Dr. George E. Grininger, and wife, Peggy Grininger	Lot 8, in B
Martin A. DeMoya and wife, Tonil P. DeMoya	Lot 1 and N Lot 2, in B
G. G. Boyd and wife, Jacque Boyd	80 feet of 2.
Margaret C. Weaver and husband, Dr. J. H. Weaver	South 15 fe and North 7 in Block 2
Douglas E. Johnston and wife, Barbara L. Johnston	South 35 fe North 35 fe Block 2
L. B. Hamilton, Jr., and wife, Margaret D. Hamilton	South 70 fe and North 1 in Block 2
Charles Wynn Barnes and wife, Marguerite Johnston Barnes	South 95 fe in Block 2
Dr. Michael E. DeBakey and wife.	Lot 6, in B

over

<u>NAME</u>	<u>LOT OR PARCEL OWNED</u>
W. E. White and wife, Katherine F. White	Lot 7 and North 30 feet of Lot 8, in Block 2
Harriett Godley Bloxsom and husband, Allan Bloxsom, Jr.	South 79.5 feet of Lot 8, in Block 2
Earl A. Carpenter and wife, Bertha D. Carpenter	Lot 9, in Block 2
Larry W. Morris and wife, Camille Morris	Lot 10, in Block 2
W. E. DuPuy and wife, Marguerite G. DuPuy	Lot 11, in Block 2
Elsie M. Walter	Lot 12, in Block 2
Charles B. White and wife, Sarah F. White	Lot 13, in Block 2
P. A. Meyers and wife, Katherine Meyers	Lot 14, in Block 2
Dr. Edw. S. Alvord, Jr., and wife, Nancy Delany Alvord	Lot 15, in Block 2
Loleet Eckel	Lot 16, in Block 2
Dr. J. S. Cunningham and wife, Dorcas T. Cunningham	Lot 1, in Block 3
Protestant Episcopal Church Council of the Diocese of Texas	Lot 2, in Block 3
Charles E. Ames and wife, Marian Ames	Lot 3, in Block 3
Dr. Seward H. Wills and wife, Florence Fowler Wills	Lot 4, in Block 3
John A. James, Jr., and wife, Pauline C. James	Lot 5, in Block 3
John S. Hahlo and wife, Emma Hahlo	Lot 6, in Block 3
Dr. O. F. Schoenvogel, Jr., and wife, Frances H. Schoenvogel	Lots 7 and 8, in Block 3

DEED RECORDS
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and being all of the owners of the lands comprising CHEROKEE ADDITION - in consideration of the premises and of the mutual advantages accruing and to accrue to us and each of us, as owners of the lands comprising CHEROKEE ADDITION, do hereby covenant and agree one with the other that:

I.

REVOCATION OF EXISTING RESTRICTIONS

All covenants and restrictions heretofore existing applicable to any lands situated within CHEROKEE ADDITION, including,

file

without limitation, the following:

- (a) All covenants and restrictions created in deeds or other instruments of record executed by H. B. Masterson or his assigns, as developer of CHEROKEE ADDITION, and any amendments thereto of record;
- (b) All covenants and restrictions attempted to be imposed by that certain instrument dated November 30, 1928, and of record in Volume 1960, Page 424, Deed Records of Harris County, Texas; and
- (c) All covenants and restrictions imposed by that certain instrument dated April 24, 1941, and of record in Volume 1210, Page 13, Deed Records of Harris County, Texas,

DEED RECORDS
VOL 3895 PAGE 429

(but excluding any and all dedications and restrictions of record pertaining to the one (1) foot strip on the west side of the alley along the west side of CHEROKEE ADDITION and the one (1) foot strip on the east side of the alley along the east side of CHEROKEE ADDITION - each of which strips extends from Bissonnet Street to Sunset Boulevard), be, and the same are hereby nullified and revoked and shall, effective as of this date, be of no further force and effect.

II.

RELEASE OF ACTIONS BASED ON HERETOFORE EXISTING RESTRICTIONS

That all claims, demands and causes of action (whether in the nature of a right to injunctive relief or otherwise) held by any owner of any lot or parcel of land in CHEROKEE ADDITION against any other lot or parcel owner in such CHEROKEE ADDITION by reason of, or predicated upon the existence, validity or enforceability of, the heretofore existing covenants and restrictions are hereby released and quitclaimed unto the latter, and unto the latter's heirs and assigns, so that no action may hereafter, in any way, be brought or maintained thereon. Nothing in this paragraph shall, however, in any way affect the validity and the enforceability of the covenants and restrictions hereinafter imposed upon such CHEROKEE ADDITION to be effective as of the date of the last acknowledgment to be taken on this instrument.

III.

CREATION AND IMPOSITION OF NEW COVENANTS AND RESTRICTIONS

That for the purpose of creating and carrying out a uniform plan to control and govern effective this date the use and occupancy of the lands situated within CHEROKEE ADDITION in order to assure that such CHEROKEE ADDITION shall be, and shall continue as, a high class residential district with the attendant effects that the value and utility of the various lots and parcels situated therein for residential purposes shall be preserved and protected and the enjoyment of the present owners and their successors-in-interest of such lots or parcels of land as sites for high class residences shall be maintained, the following covenants and restrictions are hereby imposed upon CHEROKEE ADDITION and unto each and every lot or parcel of land situated therein:

DEED RECORDS
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(a) ~~Lots or building sites in CHEROKEE ADDITION shall be used for residence purposes only.~~

(b) ~~The term "residence purposes" as used herein shall include houses, apartment houses, and rest homes, convalescence homes and similar institutions, whether operated for co-operative, charitable or commercial purposes, and to exclude any commercial and professional uses; and any such usage is hereby expressly prohibited whether or not such use is made simultaneously with, and in addition to, residential use of the property.~~

(c) ~~Without in any way limiting the covenant and restriction embodied in subparagraphs (a) and (b) hereof, no store or business house or structure for commercial use, including by way of illustration and not by way of limitation, apartment houses, hospitals, duplex houses, service stations, retail stores, warehouses, and other structures, shall be erected or permitted in CHEROKEE ADDITION.~~

(d) ~~The term "house" as the word "residence" as used herein shall include detached, semi-detached, and every other structure, and shall include porches, balconies, entrance platforms, steps or other appurtenances to the main structure and the coverings above same.~~

(e) No garage or outbuilding shall be used as a residence or living quarters, except by bona fide servants engaged on the premises, or members of the owner's family or non-paying guests of the owner or his family.

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placed on any lot or building site within CHEROKEE ADDITION nearer to the street than the house thereon; provided, however, a fence or wall may be maintained along the north sides of the following lots, to-wit: Lots Nos. 1 and 16 in Block No. 1, Lot No. 3, and along the south lines of the following lots, to-wit: Lots Nos. 8 and 9 in Block No. 1, Lot No. 3, for the entire distance thereof to the street along any part of

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(f) No fence or wall shall be placed on any lot or building site within CHEROKEE ADDITION nearer to the street than the house thereon; provided, however, a fence or wall may be maintained along the north sides of the following lots, to-wit: Lots Nos. 1 and 16 in Block No. 1, Lot No. 3, and along the south lines of the following lots, to-wit: Lots Nos. 8 and 9 in Block No. 1, Lot No. 3, for the entire distance thereof to the street along any part of

inclusive, in Block No. 2, Cherokee Street and all lots Nos. 9 through 16, shall be deemed to face on Cherokee Street and a fence shall be constructed on the same fronts as elsewhere.

and Lots Nos. 1 through 8, inclusive, in Block No. 2, shall be deemed to face on Cherokee Street and a fence shall be constructed on the same fronts as elsewhere.

than eighteen hundred square feet exclusive of open porches, breezeways, garages, detached from the main residence

(h) No residence containing less than 1800 square feet of living space, exclusive of open porches, breezeways, garages, detached from the main residence

(unless an integral part of the main residence), galleries, and porte cocheres) shall be erected or constructed upon any lot or building site within CHEROKEE ADDITION. The exterior of any main residence building erected in CHEROKEE ADDITION shall be of a minimum of sixty per cent (60%) brick or masonry. Nothing in this subparagraph (h) shall apply to any existing structure in CHEROKEE ADDITION nor to the remodeling, repair or refurnishing thereof. In the event that a pre-built or existing house or other

(i) No residence or other improvements shall be constructed or permitted on any building site fronting on Mandell Boulevard having a width of less than 105 feet measured at the front building line nor on any building site fronting on Cherokee Street having a width of less than 70 feet measured at the front building line.

(j) No residence or other improvements shall be constructed or permitted on any building site fronting on Mandell Boulevard having a width of less than 105 feet measured at the front building line nor on any building site fronting on Cherokee Street having a width of less than 70 feet measured at the front building line.

(k) For the purposes of these covenants and restrictions, if a garage, servants' house or other outbuilding is made an integral part of the residence, or is connected thereto, or both, the setback distances from the front and side lines of the building site hereinafter prescribed shall automatically become identical

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with those stipulated for the residence itself, but the front line of any such garage, servants' house or other outbuilding shall not extend in front of the front of the residence to which it is connected or of which it is an integral part. If a garage, servants' house or other outbuilding either is not an integral part of the residence or is not connected to the residence, such garage, servants' house or other outbuilding shall be located to the rear of the residence and the rear wall of such garage, servants' house or other outbuilding shall not be more than ten (10) feet nor less than two (2) feet from the rear line of the building site and shall not be nearer than six (6) feet to any side line of the building site. And subject to such matters, no residence (or any other structure except as provided in subparagraph (f) hereof and except as provided in the preceding sentence hereof) shall be constructed, erected or maintained:

FRONT BUILDING LINE:

- (a) Nearer than thirty-five (35) feet to the front property line of building sites facing on Cherokee Street; and
- (b) Nearer than thirty (30) feet to the front property line of building sites facing on Mandell Boulevard.

SIDE BUILDING LINE:

- (a) Nearer than fifteen (15) feet to either side property line of the building site if the building site is 105 feet or more in width measured at the front building line; and
- (b) Nearer than ten (10) feet to either side property line of the building site if the building site is less than 105 feet in width measured at the front building line.

- (l) No sign, billboards, posters, or advertising devices of any character (except one sign not exceeding three feet in width nor two feet in height advertising a residence for sale or rent) shall be permitted in CHEROKEE ADDITION.
- (m) No cattle, hogs or other animals, rabbits or poultry (except dogs, cats, and other domestic pets owned for non-commercial use) shall be permitted in CHEROKEE ADDITION.

~~(n) No privy, cesspool, septic tank or disposal plant shall be erected or maintained in CHEROKEE ADDITION.~~

~~(o) No building material of any kind or character shall be placed or stored upon any front building site until the owner is ready to commence improvements.~~

(p) It is understood and agreed that each of the covenants and restrictions herein contained is severable, and if any one or more of such restrictions shall be held to be invalid or for any reason is not enforced, none of the other covenants and restrictions shall be affected or impaired thereby, but shall remain in full force and effect.

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1 of the covenants and restrictions herein-
 orth shall be deemed to constitute covenants
 in the land and shall inure to the benefit
 binding upon each and all of the owners of
 in CHEROKEE ADDITION, and their respective
 lessors and assigns, and any one of such
 all have the right to enforce such covenants
 tions using whatever legal method (in the
 nfunctive relief or otherwise) that may be
 sable.

more lots or building sites in CHEROKEE
 y be released at any time or from time to
 the covenants and restrictions herein
 by an appropriate agreement or agreements
 to such effect executed by the then owners
 s than sixty per cent (60%) of the square
 contained in all lots in CHEROKEE ADDITION
 t to all or part of these covenants and
 s and filed for record in the office of the
 k of Harris County, Texas.

nants and restrictions (except as released
 lse or modified, written under subparagraph
 shall be effective until 10 years
 ay be extended from
 ns which shall be extended from
 ear ten (10) years each (such that 10) year
 ing from the date on which these covenants
 tions would otherwise terminate in absence
 renewal and extension) by the then owners'
 ity of the square foot area contained in
 r building sites in CHEROKEE ADDITION then
 these covenants and restrictions) executing
 for record in the office of the County Clerk
 County, Texas, prior to the date on which
 nants and restrictions would otherwise ter-
 appropriate agreement or agreements in
 ending all or part of these covenants and
 e to the lots or building sites then

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(q) Each and a
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(r) Any one or
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(t) For the purposes of subparagraphs (r) and (s) hereof,
 the owners of lots then subject to these covenants
 and restrictions shall be determined as of the date
 the release or extension, as the case may be, is filed
 for record in the office of the County Clerk of Harris
 County, Texas.

SUBORDINATION OF LIENS

The following (being owners and holders of lien indebted-
 nesses of record upon the following respective lots, as follows:

<u>NAME</u>	<u>LOT AFFECTED BY LIEN</u>
The National Bank of Commerce	North 100 feet of Lot 1, in Block 1
Pacific Mutual Life Insurance Company	South 40 feet of Lot 2; North 30 feet of Lot 3, in Block 1
Sibbitt Savings & Bldg. Association	Lot 4, in Block 1

pull

NAME
~~Pacific Mutual Life Insurance Company~~
~~Branch - 8 - ...~~
~~Stocks - 8 - ...~~

LOT AFFECTED BY LIEN
South 35 feet of Lot 5;
North 35 feet of Lot 6,
in Block 1

~~... Institute for ...~~
~~... of ...~~

~~South 35 feet of Lot ...~~
~~Block ...~~

University Savings and Loan
Association

Lot 7, in Block 1

Equitable Life Assurance Society	Lot 8, in Block 1	34
Farm & Home Savings & Loan Rafael R. Davila and wife, Bertha Davila	Lot 1 and the North 10 feet of Lot 2, in Block 2	
Equitable Life Insurance Company of Iowa	88 feet of Lot 2, in Block 2	
Penn Mutual Life Insurance Company & American General Investment Corporation	South 35 feet of Lot 3 and North 35 feet of Lot 4, in Block 2	
American General Life Insurance Company	South 95 feet of Lot 5, in Block 2	
Lincoln National Life Insurance Company	South 95 feet of Lot 6, in Block 2	
American General Life Insurance Company	Lot 13, in Block 2	
River Oaks State Bank	Lot 2, in Block 3	
Gibraltar Savings & Bldg. Association	Lot 4, in Block 3	
The Equitable Life Assurance Society of N.Y.	Lot 2, in Block 3	

Washington County State Bank, Brenham, Texas Lot 7 and Lot 8, in Block 3

hereinafter called "Mortgages", for and in consideration of the sum of ONE DOLLAR (\$1.00) to each Mortgagee paid, and the further consideration of the benefits derived by each Mortgagee by reason of the protection to the value of the security of such Mortgages, property taxes that the interest by Mortgages and by each mortgage (as more fully disclosed of record in Harris County,

Texas, to which records reference is here made) are subject to the terms, agreements, covenants and restrictions as set out in this instrument to the same extent as if this instrument had been executed, acknowledged and filed for record prior to the inception

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WM 3895

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shall be required if such successor
predecessor in title shall
copy hereof.

this instrument is executed as of

79 00

~~Marian Ames~~
~~Marian Ames~~

Bertha D. Carpenter

Florence Jordan Willis

Sarah F. White

Katherine Meyers

Q. F. Schoenroger, Jr.

Nancy Delaney

Pauline C. Janss

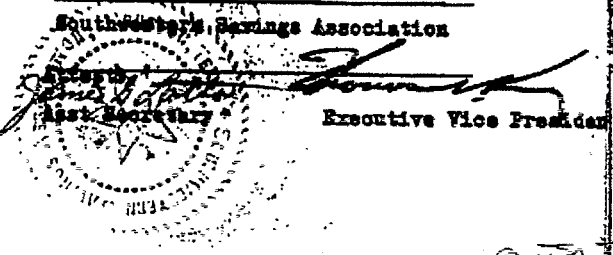
Remond Gallo

Marguerite de la Paro

Camille Morris

Dorcas T. Cunningham

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SUBSEQUENT SIGNATURES

owner or successor mortgagee
owner's (or successor mortga
have executed a counterpart

IN WITNESS WHEREOF

January 30, 1959. Charles

~~C. E. Con~~

Carl A. Carpenter

Howard H. White

Charles White

P. A. Meyers

James Hawkins Schenck

Elizabeth R. White

John R. James, Jr.

John A. White

W. E. White

Louise Morris

W. B. Pennington

Loretta Eckel

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CHEROKEE ADDITION, dated
as of January 30, 1959.

NOT CORRECT

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Harris County, Texas, as stamped hereon by me, on

DEC 31 1959



P. J. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Return to
Earl Carpenter
5930 Mandell
Houston 5 Texas