

STATE OF TEXAS

COUNTY OF HARRIS

DEED RECORDS

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WHEREAS on the 17th day of December, A. D. 1935; Fred J. Stancliff and wife, Florence Powers Stancliff, then owners of Lot Number Twelve (12) in Block Number Three (3) of Grand Place, an addition to the City of Houston, in Harris County, Texas; and Thomas M. McDonald, a single man, then owner of a tract of land lying immediately West of Lot Number Twelve (12) in said Block Number Three of said Grand Place; being the same tract purchased from Mrs. Nora Barraco and later by T. M. McDonald and referred to later as the McDonald Tract; and G. A. Brandt and W. E. Childress, respectively, the President and Secretary of the then Board of Trustees of Hermann Hospital Estate; all enter into an agreement to subject all of said five (5) lots to certain restrictions, conditions and limitations for a period of twenty-five (25) years, the expiration date of which was and is January 1, 1961, said instrument being recorded in Volume 999, Page 535 of the Deed Records of Harris County, Texas;

NOW, THEREFORE, the present owners desiring to renew and extend said restrictions, conditions and limitations do hereby and herein enter into the following agreement;

WHEREAS, Fred J. Stancliff and wife, Florence Powers Stancliff, of the County of Harris and State of Texas, are at the present time the owners of Lot No. Twelve (12) in Block No. Three (3) of Grand Place, an addition to the City of Houston, in Harris County, Texas, according to a Map of said addition of record in Vol. 6, page 43 of the Map Records of Harris County, Texas;

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WHEREAS, Mrs. Lillie Fabrigase, a widow, is the present owner of the East one half (E 1/2) of the McDonald Tract lying immediately West of the above described Lot No. Twelve (12) in said Block No. Three (3) of said Grand Place and fronting on the South side of said North Boulevard and

being the East half (E ½) of the same tract of land conveyed to Thomas M. McDonald by Mrs. Nora Barraco by deed recorded in Volume 911, page 262 et seq., of the Deed Records of Harris County, Texas; and

WHEREAS, Mrs. Eric Jo Craven Wilson and husband, Arthur R. Wilson, the present owners of the West half (W ½) of the McDonald tract herein described fronting on the South side of said North Boulevard and lying immediately West of the Fabrigrase tract; and

WHEREAS, Virginia Brown Angly, at the present time the owner of Lot One (1) of the Hermann Hospital Estate, First Addition to the City of Houston, in Harris County, Texas; and

WHEREAS, Dr. Gus M. Miller and wife, Audrey Miller, at the present time the owner of Lot Two (2) of the Hermann Hospital Estate, First Addition to the City of Houston, in Harris County, Texas; and

WHEREAS, the respective parties and the said respective owners of the said five (5) lots or tract, desiring to renew, extend and continue said restrictions, conditions and limitations referred to herein and for the purpose of carrying out a uniform plan for the improvement and sale of said lands as residence property, have agreed by, between and among themselves for the mutual benefit of themselves individually and for the benefit of each other to subject all of said five (5) lots to the restrictions, conditions and limitations hereinafter set forth.

NOW, THEREFORE, we, the said Fred J. Stancliff and wife, Florence Powers Stancliff, Mrs. Lillie Fabrigrase, a widow, Mrs. Eric Jo Craven Wilson and husband, Arthur R. Wilson, Virginia Brown Angly, a feme sole, Dr. Gus M. Miller and wife, Audrey Miller, for and in consideration of:

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of the benefits to accrue to our respective lots from subjecting same to a uniform set of restrictions, have agreed and do hereby agree among ourselves and each other and/or others, that each and all of our said respective lots shall from the date hereof until January 1, 1986, be subject to the restrictions hereinafter set forth; it being understood, however, that nothing herein contained is intended, or shall operate to in any manner affect our respective titles to said lots, or the boundary, size or area of the said lots, or any of them and that nothing herein contained shall make any of the parties to this instrument liable for any defaults or acts of any of the other parties hereto. Said restrictions shall be irrevocable and shall remain in force and effect as aforesaid, until, January 1, 1986, and this agreement embodying said restrictions, conditions and limitations shall forthwith be place of record in the office of the Clerk of the County Court of Harris County, Texas and each of said parties hereto does hereby respectively agree to comply with and observe said restrictions, conditions and limitations, and each of said parties does hereby bind his, her or their heirs, legal representatives, successors, assigns, grantees, tenants and lessees, and do hereby obligate and bind, so far as same may be legally done, to observe, and comply with said restrictions, limitations and conditions, but nothing herein contained shall impose or create any individual or personal liability upon or against any of the parties, either as individuals or as Trustees, or otherwise.

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The said restrictions, conditions, and limitations hereby imposed upon each and all of the said five lots or tract of land are as follows:
to wit:

RESTRICTIONS, CONDITIONS AND LIMITATIONS

The following restrictions, conditions and limitations are hereby imposed upon and shall apply to until January 1, 1986, the following described five lots or tract of land, and each of them, vis:

Lot No. Twelve (12) in Block No. Three of Ormond Place, an addition to the City of Houston, in Harris County, Texas and

Also the East One Half ($E \frac{1}{2}$) of the McDonald Tract lying immediately West of the above described Lot No. Twelve (12) in said Block No. Three (3) of said Ormond Place and fronting on the South side of said North Boulevard and being the East half ($E \frac{1}{2}$) of the same tract of land conveyed to Thomas M. McDonald by Mrs. Nora Barraco by deed recorded in volume 911, page 262, et seq., of the Deed Records of Harris County, Texas; and

Also the West one half ($W \frac{1}{2}$) of the McDonald Tract fronting on the South side of North Boulevard and lying immediately West and adjoining the Fabriguze tract and being the West half of the land conveyed to Thomas M. McDonald by Mrs. Nora Barraco by Deed recorded in Volume 911, page 262 et seq., of the Deed Records of Harris County, Texas; and

Also lots Nos. One (1) and Two (2) of Hermann Hospital Estate, First Addition to the City of Houston in Harris County, Texas, each fronting on the South side of said North Boulevard; said restrictions, limitations and conditions being as follows, to wit:

1. None of said lots shall be used for other than residence purposes, and no store, saloon, hospital, livery stable, place of business, or public entertainment, or place of resort of any kind or character, or apartment house, or duplex, or residence designed to house more than one family shall ever be placed, constructed, operated or maintained upon any of said lots;
2. None of said lots shall ever be sold, devised, rented or be acquired by any person other than of the White or Caucasian race;
3. Not more than one residence shall be constructed, placed or be permitted to remain upon any of said lots, and each residence shall face and front on North Boulevard;
4. No building, except a residence and the necessary or proper garage, servants house, and outbuildings appurtenant thereto shall be constructed or placed upon any of said lots, and neither the said residence, nor any of the outbuildings appurtenant thereto, including any projections or porches therefrom, shall be constructed or place, or be permitted to remain, nearer or closer than forty feet from the front or North line of such lot, and the residence house shall not be constructed nearer or

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closer than seven and one-half feet to either of the side lines of said lots and no garage or outbuilding shall be constructed nearer or closer than 3 feet to either of the side lines of such lot. In other words, there shall be an absolute clearance of at least forty feet between the front line of the lot to the nearest wall, porch or projection from any of said buildings, and at least seven and one-half feet between each side line of said lot and the nearest wall, porch, or projection from said residence building; at least 3 feet between each side line of said lot and the nearest garage or outbuilding;

5. The improvements permitted upon any of said lots, viz, the residence house with its appurtenant outbuildings, shall at their fair and reasonable cost, cost not less than twenty-five thousand (\$25,000) Dollars;

Each of said five lots shall be subject to said restrictions, limitations and conditions, and said restrictions, limitations and conditions shall remain in force until January 1, 1986, and each deed, or other instrument affecting any of said lots, shall be held and deemed to be made subject to said restrictions, conditions and limitations, and said restrictions, conditions and limitations shall be held and deemed to be incorporated in and a part of each such deed or instrument, regardless of whether such restrictions, conditions and limitations are set forth or referred to in such instrument or not, and said restrictions, limitations and conditions shall be held and construed to be covenants running with the land and binding upon and enforceable against the present owners of said lots, and each of them, and their respective heirs, legal representatives, successors, assigns, leasees and grantees, and upon all persons claiming under them, or any of them, and if such owner shall violate or fail to observe or to perform any of the foregoing conditions, restrictions and limitations, it shall be lawful for any person

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owning any of said above described lots which are subject to the foregoing restrictions, limitations and conditions in respect to which default be made, to institute and prosecute proper proceedings, at law or in equity, for the wrong done, or attempted to be done.

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No violation or failure to observe, or comply with any of said restrictions, limitations or conditions, or any of them, shall ever be held to constitute a waiver of any of said restrictions, limitations or conditions.

No owner of any such lot shall be under any obligation or duty respecting said restrictions, conditions and limitations after he shall have conveyed or parted with his title or interest in such lot; neither shall any person or any future owner of any of said lots be under any obligation or duty to enforce said restrictions, conditions or limitations as to, or upon any other lot not owned by him; and nothing herein contained shall impose any liability upon any person except for his own defaults.

EXECUTED this the 14 day of December, A. D. 1960. goc

(Signed)

Fred J. Standliff
Fred J. Standliff

(Signed)

Florence Howard Standliff
Florence Howard Standliff

(Signed)

Mrs. Lillie Fabriguze, a widow

(Signed)

Mrs. Eric J. Wilson
Mrs. Eric J. Wilson, a feme sole

(Signed)

Arthur J. Wilson
Arthur J. Wilson

(Signed)

Victoria Brown Apple, a feme sole
Victoria Brown Apple, a feme sole

(Signed)

Dr. Dan M. Hunter
Dr. Dan M. Hunter

(Signed)

Audrey Miller
Audrey Miller

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THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Fred J. Stancliff and Florence Powars Stancliff, wife of the said Fred J. Stancliff, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Florence Powars Stancliff, wife of the said Fred J. Stancliff, having been examined by me privily and apart from her said husband, and having the same fully explained to her, she, the said Florence Powars Stancliff, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this the 16 day of December, A.D., 1960.

North R. Thompson
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Mrs. Millie Fabrigere, a widow, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of December, A. D., 1960.

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Arthur R. Wilson and Evie Jo Wilson, wife of the said Arthur R. Wilson, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the same Evie Jo Wilson, wife of the said Arthur R. Wilson, having been examined by me privily and apart from her said husband, and having the same by me fully explained to her, she, the said Evie Jo Wilson, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this the 21 day of December, A.D., 1960.

North R. Thompson
Notary Public in and for Harris County, Texas.

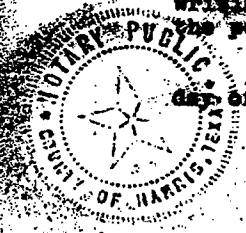


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BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Virginia Brown Angly, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN under my hand and seal of office this the 21 day of December, A.D., 1960.

Walter R. Thompson
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Dr. Gus M. Miller and Audrey Miller, wife of the said Dr. Gus M. Miller, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Audrey Miller, wife of the said Dr. Gus M. Miller, having been examined by me privily and apart from her said husband, and having the same by me fully explained to her, she, the said Audrey Miller, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN under my hand and seal of office this the 21 day of December, A.D., 1960.

Walter R. Thompson
Notary Public in and for Harris County, Texas.

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

1960 DEC 27 AM 11 00

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 27 1960



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

No. _____

Returns
TO

FRED J. STANGLIFF
1911 NORTH BLVD
HOUSTON TEXAS

BURRIS, BENTON, BAKER & ZWIENER
ATTORNEYS

1806 AMERICAN INVESTORS BUILDING
808 PARKIN STREET
HOUSTON TEXAS