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DEED RECORDS  
Vol. 7301 PAGE 566

096-27-0347

RESTRICTIONS APPLYING TO  
KIRKWOOD  
SECTION THREE

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

THE STATE OF TEXAS 0  
0  
COUNTY OF HARRIS 0

KNOW ALL MEN BY THESE PRESENTS, that DEPA LAND COMPANY, a Texas Corporation, owner of the lands and premises hereinafter described, for the purpose of evidencing and setting forth a substantially uniform plan of development which it has adopted for such lands and premises, does hereby covenant and provide that DEPA LAND COMPANY, owner, as well as its successors and assigns, and all parties holding title, by, through and under it, shall hereinafter have and hold title to the following described lands and premises, to wit:

The lands, blocks and lots in Kirkwood, Section Three, a subdivision of a part of the Samuel D. Smith Survey, situated, lying and being within the limits of Harris County, Texas, in accordance with the map or plat of said subdivision approved by the Planning Commission of the City of Houston, and filed for record in the Office of the County Clerk of Harris County, Texas, on the 13th day of March, 1968, and recorded in Volume 152, Page 13 of Record of Maps for said County, reference being here made to the Map Records of said County for all purposes of description, said lands and premises being described more particularly as follows, to wit:

Lots Twelve (12) through Seventeen (17), both inclusive, in Block One (1).

Lots Seventeen (17) through Thirty (30), both inclusive, in Block Seven (7).

Lots One (1) through Seventeen (17), both inclusive, in Block Seventeen (17).

Lots Nineteen (19) through Thirty-Eight (38), both inclusive, in Block Eight (8).

Lots One (1) through Thirty (30), both inclusive, in Block Fifteen (15).

Lots One (1) through Twenty-two (22), both inclusive, in Block Sixteen (16).

Lot 18 (Eighteen), Block Ten (10).

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Lots One (1) and Two (2), Block twelve (12).

Lots Seven (7) through Twenty-three (23), both inclusive, in Block Eleven (11).

Lots One (1) through Twelve (12), both inclusive, in Block Thirteen (13).

Lots One (1) through Eleven (11), both inclusive, in Block Fourteen (14).

Subject to the following restrictions, reservations and covenants running with the land, which DEPA LAND CO., owner, agrees shall be binding upon and shall be observed by itself, its successors, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said subdivided and platted land above described.

PART A - RESIDENTIAL COVENANTS

1. No platted lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling of one, one and one-half and two stories in height and a private garage for not less than two cars nor more than three cars.

2. 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 material, harmony of external design with existing structures, as to location with respect to topography and finish grade elevations.

3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1300 square feet for one-story dwellings, nor less than 900 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to an interior lot line except a detached garage or other permitted accessory building located seventy (70) feet or more from the front property line. No single family residence shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. No outbuildings on any residential lot shall exceed in height the dwelling to which they are appurtenant.

Every such outbuilding shall correspond to style and architecture to the dwelling to which it is appurtenant.

5. (A) None of said lots shall be resubdivided in any fashion except as hereinafter provided.

(B) Any persons owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraphs numbered 3 and 4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

6. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot, or building site, having an area of less than 6600 square feet.
7. All improvements in KIRKWOOD, SECTION THREE, shall be constructed on a residential lot so as to front the street upon which such lot faces. The Architectural Control Committee is granted the right to designate the direction in which the improvements in KIRKWOOD, SECTION THREE, on any corner residential lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither DEPA LAND CO. nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.
9. 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.
10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
11. No garage apartment for rental purposes shall be permitted on any residential lot. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.
12. Underground electric service shall be available to all lots in KIRKWOOD, SECTION THREE. The owner of each lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code ) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment of such cable (such point of attachment to be designated by the Electric Company ) to Electric Company's installed transformers or energized secondary junction boxes. The Electric Company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.
13. No sign of any kind shall be displayed to the public view on any lot except 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.
14. No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot. And no radio or television aerial wires or antennae shall be placed or maintained on any building on any residential lot to extend more than ten (10) feet above the roof of the main residence on said lot.

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15. Before the dwelling unit is completed, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb, two (2) feet from the lot boundary line(s) and shall extend to the projection of the lot boundary line(s) into the street right-of-way and/or street curbs at corner lots.

16. 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 derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

17. 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.

18. 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.

19. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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. 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.

20. No fence, wall, or hedge shall be placed or permitted to remain on any of said lots in the area between any street adjoining same and the front building line. Further, no fence or wall shall be constructed that exceeds 6' (feet) in height unless prior approval is obtained from the Architectural Control Committee, hereinafter created.

21. No roof of any building shall be constructed or covered so that the exposed material is asphalt shingles or composition roofing material. This prohibition against composition roofing materials shall not prevent the use of a built up roof, the exposed material of which is crushed marble slag, or pea gravel.

PART B - ARCHITECTURAL COMMITTEE

No building shall be erected, placed or altered on any of said lots until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of O. H. CROSSWELL, W. F. BURGE, JR., and C. HAROLD WALLACE, or a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the member so replaced. In the event said committee, or its designated representative, fails to approve or disapprove such design and location

within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the named committee and any designated representative or successor members shall, on January 1, 1971, pass to a committee of three owners of lots in KIRKWOOD, SECTION THREE, which such three lot owners shall be selected by a majority of lot owners in KIRKWOOD, SECTION THREE, PROVIDED HOWEVER, that until such selection is made by said majority of lot owners, the persons constituting said committee on said date shall continue to exercise such powers and duties until such selection is so made. Such selection may be made at any time, and from time to time after said date and during the duration of these restrictions. Such action by said majority of lot owners shall be evidenced by an appropriate written instrument, executed by such majority and filed for record in the Deed Records of Harris County, Texas.

PART C - THE KIRKWOOD COMMITTEE

At such time as ninety per cent (90%) of the lots in KIRKWOOD, SECTION THREE, be sold, the then owners may by vote, as hereinafter provided, appoint or elect a Committee of three members to be known as THE KIRKWOOD COMMITTEE. Each member of the Committee must be a lot owner in KIRKWOOD, SECTION THREE, or in a subsequent section of Kirkwood as hereinafter provided for. Each owner shall be entitled to one vote for each lot (or each homestead conforming to the provisions of Paragraph Five of the section hereof entitled "RESIDENTIAL COVENANTS" to which he then holds record title.)

DEPA LAND CO. (hereinafter referred to as DEPA) shall be obligated to arrange for the initial election of such Committee at such time (after the sale of ninety per cent (90%) of the lots as hereinbefore set out) as ten or more lot owners in KIRKWOOD SECTION III request in writing the call of such election. Thereafter, the Kirkwood Committee shall also be obliged to arrange for elections for the removal and/or replacement of Committee members when so requested in writing by fifty or more lot owners in Kirkwood. The Kirkwood Committee may also call such an election within its own discretion.

Such election (or any other election for the removal or replacement of Committee Members) shall be governed by the following: The Kirkwood Committee (or DEPA until such Committee is initially elected) shall serve written notice of such election to each of the then lot owners in Kirkwood by addressing such notice by Registered or Certified Mail to the last known address of such owners at least two weeks prior to such election, therein apprising said owners of the time and place of such election. Posting of such Registered or Certified Notice shall be conclusively deemed to be notice. Votes of owners shall be evidenced by written ballots furnished by the Committee (or DEPA) and the Committee shall preserve said ballots for a period of not less than one year from date of said election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof. The result of such election shall be determined by the majority vote of those owners then voting. The appointment or election of the Committee and of any removal or replacement of members thereof shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then property owners voting in such election.

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The Kirkwood Committee, when created shall function as representatives of all of the property owners in Kirkwood to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of such Committee, and shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the maintenance fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.

Members of the Kirkwood Committee may, at any time, be relieved of their position and substitute members therefor appointed by vote, as above set out. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy pending further action by the lot owners. Until such time as the Kirkwood Committee has been formed, as above provided for, DEPA specifically reserves unto itself, or anyone unto whom it may delegate such right, the right to act within the authority granted the Kirkwood Committee under these restrictions and covenants. Neither DEPA nor any member of the Kirkwood Committee shall ever be liable to any person, firm or corporation for any action taken with reference to the matters hereinbefore set out or for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditure of the maintenance Fund hereinafter provided for and the acceptance by any party of a deed to any lot in Kirkwood shall constitute such party's covenant and agreement that such liability shall not exist.

MAINTENANCE CHARGE

All tracts in said subdivision are hereby subjected to an annual maintenance charge for a period of 40 years, beginning October 1, 1968, for the purpose of creating a fund to be known as the "Maintenance Fund," to be paid by the owners of each and all of the lots, or permitted building sites in said subdivision, annually, in advance, upon the first day of October of each year, beginning October 1, 1968. Said Maintenance charge shall be \$30.00 per lot for any one year, and not exceed \$42.00 per lot any one year. The amount of said charge will be determined by the Kirkwood Committee during the 12 months period next preceding the due date of said charge. The maintenance charges levied by the Kirkwood Committee shall be paid to the Kirkwood Committee, and shall be held by it in trust and used for the benefit of all owners in Kirkwood, and such sum may be expended by the Kirkwood Committee for any purpose, which in its judgment, will be most effective in maintaining the property values in Kirkwood, including, but not by way of limitation, the lighting, improving and maintaining the streets and roads in Kirkwood, collecting and disposing of garbage, ashes, or other refuse in Kirkwood, employing policemen and/or watchmen, caring for vacant lots and trees thereon, fogging or spraying for control of mosquitoes and other insects, constructing and maintaining recreational facilities, and in doing any other thing necessary or desirable which, in the opinion of the Kirkwood Committee, will keep the property neat and presentable, or for any other purpose which the Committee considers will benefit the owners or occupants of property in Kirkwood.

DEPA agrees to pay the Maintenance Charge for all unsold lots in Kirkwood.

To secure the payment of said Maintenance Charge, a Vendor's Lien is retained against each lot in Kirkwood, PROVIDED HOWEVER, said Vendor's Lien is hereby made, and shall hereafter be, subordinate to the lien or liens of any bona fide lender who hereafter lends monies for the purchase of any lot in, said addition, and/or for the construction and/or permanent financing of any improvements on any such lot.

ADDITIONAL SECTIONS OF KIRKWOOD

It is contemplated that additional adjoining properties may be hereafter subdivided into one or more additional Sections in Kirkwood, to be known as Kirkwood, Section IV, Kirkwood Section V, etc. In this connection, it is also contemplated that such additional Section or Sections will, when so subdivided, be subjected to restrictive covenants comparable to these and specifically to a maintenance charge identical to the one herein established. It is therefore provided that the Kirkwood Committee herein created shall have jurisdiction over, and the right to levy, collect and enforce such maintenance charge on the lots in such additional Sections if and when same are created. It is further provided that whenever an election of members of the Kirkwood Committee is held after the date any additional Section of Kirkwood has been duly subdivided and subjected to said restrictions and maintenance charge, any lot owner in such additional Section which is in existence at the time of such election shall have equal voting rights with each and every owner in the subdivision covered by these restrictions and shall also have the right and privilege to be a candidate for, and eligible for membership on, the Kirkwood Committee. DEPA, however, specifically reserves the right to determine and prescribe the date upon which the maintenance charge upon lots in any additional Section shall become effective and begin to accrue annually. It shall also be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional Section thereby adopting the provisions of this instrument to the end that the restrictions and Maintenance Charge imposed upon all Sections be construed and administered collectively and in harmony with each other.

PART D - GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until August 10, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots. 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 estate 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 covenant, and either to prevent him or them from doing, or to recover damages or other dues for such violation.

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2. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 10 day of August, A. D. 1968.

DEPA LAND CO.

By [Signature]  
Vice President

ATTEST:

[Signature]  
Assistant Secretary

THE STATE OF TEXAS 0  
0  
COUNTY OF HARRIS 0

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD R. GODWIN, Vice President of Depa Land Co., 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of August, A. D. 1968.

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



096-27-0355

THE STATE OF TEXAS 0  
0 KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS 0

The undersigned, the owners and holders of certain liens (Deed of Trust dated January 3, 1968, recorded in Volume 6226, Page 179, Harris County Mortgage Records) affecting the properties described in the foregoing instrument, do hereby consent and agree to the imposition of the restrictive covenants and dedication of easements as contained in said instrument, and do hereby covenant and agree that said liens shall henceforth be subordinate thereto, PROVIDED HOWEVER, that nothing herein contained shall impair, diminish, or release the validity and existence of said liens.

EXECUTED this the 10 day of August, 1968.

MORTGAGE AND TRUST, INC.

By: *A. E. Register*  
Vice President

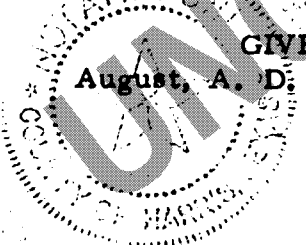


*Louise Peters*  
Assistant Secretary

THE STATE OF TEXAS 0  
0  
COUNTY OF HARRIS 0

BEFORE ME, the undersigned authority, on this day personally appeared *A. E. Register*, as Vice President of Mortgage and Trust, Inc. 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of August, A. D. 1968.



*Ender P. Matthews*  
Notary Public in and for Harris County, Texas

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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

096-27-0356

AUG 14 1968



*R. E. Montgomery*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

COPY UNOFFICIAL

RETURN TO  
LILLIAN L. KILGORE  
617 Caroline  
Houston 2, Texas