

No. 260168

Lydia A. Phillips, et al

To

Restrictions

Know all men by these presents:

The State of Texas, County of Harris:

That we, Oscar C. Hohl and wife, Pearl Hohl, W. H. Murphy and wife, Maud Murphy, Carlyle E. Wilson and wife, Nell Wilson, A. W. Phillips and wife, Lydia A. Phillips, E. M. DuBose and wife, Ernestine DuBose, John Abernathy and wife, Alvina Abernathy, Albert C. Murrell and wife, Alice Murrell, J. A. Brewster and wife, Vida Brewster, Robert Kimball and wife, Selena Lee Kimball, J. E. Dawdy and wife, Florence Ellen Dawdy, Dean J. Snyder and wife, Viola Snyder, O.A. Sweitzer and wife, Stolla F. Sweitzer, all of the County of Harris, State of Texas, and Liberty Loan and Building Association, a Texas Corporation, domiciled in Houston, Harris County, Texas, acting herein by and through its duly authorized Officers and Agents, being all of the owners and/or holders of mortgages of and on the property known as Kohldale Addition, to the City of Houston, Harris County, Texas, a map of which is recorded in Vol. 13, page 17, of the Map Records of Harris County, Texas, to which said map reference is here made for a full description of the property affected by this instrument, for and in consideration of each others agreement hereto, have this day and do by these presents agree that hereafter the lands

RECORDERS MEMORANDUM:  
 All On Parts of the Text On This Page  
 Was Not Clearly Legible for Satisfactory  
 Recording

Clerk's Notes - Art. 4906.

882-95-1124

*HR*  
*2/25/04*  
*Debt*

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **FEB 27 2004**  
 BEVERLY B. KAUFMAN, County Clerk  
 Harris County, Texas

DEED RECORDS  
 VOL. 1161 PAGE 335

*CUC T Lien*  
 Deputy  
 CUC T. LIEN

known as Hohldale Addition shall be bound and subject to the restrictions hereinafter set forth; and further that any structures constructed thereon in the future, and any uses to which said lands may hereafter be put shall be restricted to, in conformity with and subject to the following restrictions:

1. No Lot in Hohldale Addition shall be sold or leased to or occupied by any other than persons of the Caucasian race; except that servant quarters may be erected and maintained on the premises which may be occupied by other races as servants.
2. No Lot in Hohldale Addition except such as herein specifically designated, shall be used for any purpose other than residence purposes and no business, trade, industry or profession shall be conducted or practiced thereon, however Lot No. Six (6) in Block No. One (1) and Lot No. Nine (9), in Block No. Five (5), in said Hohldale Addition, and only such Lots used for business purposes, No structure shall be erected, placed or permitted to remain on any residential Lot other than one detached single family-dwelling; not to exceed 2 1/3 stories in height and a private garage for not more than three cars, a servant quarters and wash house.
3. No residence shall be erected on the property conveyed hereby to cost less than \$2,000.00 including the garage and servant quarters, the outside woodwork on all buildings built shall receive at least two coats of paint within sixty (60) days after such building is constructed, the construction of all buildings once started shall be prosecuted with due and reasonable diligence to completion.
4. No building shall be located on any residential building plot nearer than 40 feet to the front lot line, nor nearer than 10 feet to any side street line; No building, except a garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot further than 40 feet from the front lot line.
5. No building located on a business lot shall be located nearer than 20 feet to the front lot line, nor nearer than 3 feet to the side lot line.
6. No residential structure shall be erected or placed on any building plat, which plat has an area of less than 20,000 sq. feet nor a width of less than 90 feet at the front building set back line.
7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in 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.
8. No dwelling shall be permitted on any lot in Hohldale, the ground floor area of the main structure exclusive of one story open porches and garages, shall be less than 700 sq. feet in the case of one-story structure, nor less than 550 sq. feet in the case of a 1 1/2, 2, or 2 1/2 story structures.
9. No hog whatsoever, and not more than 2 cows shall be kept or permitted on any lot in Hohldale Addition.
10. No vinous, spiritous or malt liquors shall be sold or exposed for sale on any lot in said Hohldale Addition.
11. Until such time as a sanitary sewer system shall have been constructed to serve Hohldale Addition, a sewage disposal system constructed in accordance with the requirements of the Harris County Health Dept. shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by the health authority.
12. Until such time as water is available from a semi-public or municipal system to serve Hohldale Addition, an adequate supply of water shall be secured from approved sources located, constructed, and equipped in accordance with local and state regulations, and no means of water supply shall be permitted unless such supply has the written approval of the Harris County Health Dept.
13. Both private or semi-public water supply and sewage disposal systems may be located on the same building plot or within or adjacent to this subdivision to serve any building plot in the subdivision provided written approval has been given by the health authority having

Clerk's Notes—Art. 4606.

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A CERTIFIED COPY

ATTEST: FEB 27 2007  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

DEED RECORDS  
VOL. 1161 PAGE 336

*CUC T Lien*

Deputy

CUC T. LIEN

582-95-1126

1161-D

jurisdiction, stating that such water supply and sewage disposal systems are satisfactory to serve all lots, taking into consideration the conditions and hazards which can reasonably be expected to exist when all lots to which these covenants apply have been built up with houses or Harris County Health Dept. similarly served. 14. For Public use an easement Five (5) feet in width over and across the rear end of each lot in Blocks Nos. 1, 2, 3 and 4, and Lots Nos. 1, 2, 10 and 11, in Block No. 5, and an easement Ten (10) feet in width over and across the rear or southerly end of Lots Nos. 3 to 9 both inclusive, in Block No. 5, and over and across the rear of Block No. Six (6), in said Hohldale Addition for the purpose of installing and maintaining public utilities, including gas lines, sewer lines, water lines, telephone, telegraph and light and power lines or cables, either underground or overhead is reserved and for such purpose shall have free ingress and egress over such easement at all times.

15. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

17. No building shall be erected, placed, or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth; provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or 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.

18. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

19. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1960, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part. Wherever the words "Hohldale Addition" have been used in this instrument, the same shall be construed to mean that tract of land known as "Hohldale Addition", a Map of which is recorded in Vol. 14, page 17, of the Map Records of Harris County, Texas.

Executed in Harris County, Texas, this the 19th day of March, A.D. 1940.

Lydia A. Phillips. Edwin M. DuBose, Jr. Ernestine DuBose, Jr.  
 John Abernathy. Alvina Abernathy. Florence Ellen Dandy. Dean J. Snyder.  
 Viola Snyder. O. A. Switzer. Stella P. Switzer. O. C. Kohl.  
 Pearl Kohl. W. N. Murphy. Maude Murphy. Carlyle H. Wilson.  
 Nell Wilson. A. W. Phillips. A. C. Murrel. Alice Murrel. J. R. Brewster.  
 Vida Brewster. Robert Kimball. Selena Lee Kimball. J. E. Dawdy.  
 Liberty Loan and Building Association, C. H. Chernosky, Vice President.

Attest: E. E. Chernosky, Secretary. (Seal)

The State of Texas, County of Harris: Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. N. Murphy and Maud Murphy, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes

(Clerk's Notes--Art. 469B)

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A CERTIFIED COPY

ATTEST: FEB 27 1940 BEVERLY B. KAUFMAN, County Clerk Harris County, Texas

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CUC T. LIEN Deputy

1 and consideration therein expressed, and the said Maud Murphy having been examined by me privily  
 2 and apart from her husband, and having the same fully explained to her by me, she, the said  
 3 Maud Murphy acknowledged such instrument to be her act and deed, and declared that she had  
 4 willingly signed the same for the purposes and consideration therein expressed, and that she  
 5 did not wish to retract it. Given under my hand and seal of office this  
 6 the 21 day of March, A.D. 1940.

7 Louis Sacks, Notary Public in and for Harris County, Texas. (Seal)  
 8 The State of Texas, County of Harris: Before me, the undersigned authority, a  
 9 Notary Public in and for said County and State, on this day personally appeared Carlyle H.  
 10 Wilson and Nell Wilson his wife, known to me to be the persons whose names are subscribed  
 11 to the foregoing instrument, and acknowledged to me that they each executed the same for the  
 12 purposes and consideration therein expressed, and the said Nell Wilson having been examined  
 13 by me privily and apart from her husband, and having the same fully explained to her by me, she,  
 14 the said Nell Wilson acknowledged such instrument to be her act and deed and declared that she  
 15 had willingly signed the same for the purposes and consideration therein expressed, and that  
 16 she did not wish to retract it. Given under my hand and seal of office, this  
 17 the 21 day of March, A. D. 1940.

18 Louis Sacks, Notary Public in and for Harris County, Texas. (Seal)  
 19 The State of Texas, County of Harris: Before me, the undersigned authority, a Notary Public  
 20 in and for said County and State, on this day personally appeared A.W. Phillips and Lydia A.  
 21 Phillips, his wife, known to me to be the persons whose names are subscribed to the foregoing  
 22 instrument, and acknowledged to me that they each executed the same for the purposes and con-  
 23 sideration therein expressed, and the said Lydia A. Phillips having been examined by me privily  
 24 and apart from her husband, and having the same fully explained to her by me, she, the said  
 25 Lydia A. Phillips acknowledged such instrument to be her act and deed, and declared that she  
 26 had willingly signed the same for the purposes and consideration therein expressed, and that  
 27 she did not wish to retract it. Given under my hand and seal of office this the

28 23 day of March, A. D. 1940. Louis Sacks, Notary Public in and for Harris County, Texas. (Seal)

29 The State of Texas, County of Harris: Before me, the undersigned authority,  
 30 a Notary Public in and for said County and State, on this day personally appeared E. M. DuBose  
 31 and Ernestine DuBose his wife, known to me to be the persons whose names are subscribed to  
 32 the foregoing instrument, and acknowledged to me that they each executed the same for the  
 33 purposes and consideration therein expressed, and the said Ernestine DuBose having been examined  
 34 by me privily and apart from her husband, and having the same fully explained to her by me, she,  
 35 the said Ernestine DuBose acknowledged such instrument to be her act and deed, and declared that  
 36 she had willingly signed the same for the purposes and consideration therein expressed, and that she  
 37 did not wish to retract it. Given under my hand and seal of office this the 26 day of March, A. D.  
 38 1940. Ruby Kocian, Notary Public in and for San Patricio County, Texas. (Seal)

39 The State of Texas, County of Harris: Before me, the undersigned authority, a  
 40 Notary Public in and for said County and State, on this day personally appeared John Abernathy  
 41 and Alvina Abernathy his wife, known to me to be the persons whose names are subscribed to  
 42 the foregoing instrument, and acknowledged to me that they each executed the same for the  
 43 purposes and consideration therein expressed, and the said Alvina Abernathy having been examined  
 44 by me privily and apart from her husband, and having the same fully explained to her by me,  
 45 she, the said Alvina Abernathy acknowledged such instrument to be her act and deed, and declared  
 46 that she had willingly signed the same for the purposes and consideration therein expressed,  
 47 and that she did not wish to retract it. Given under my hand and seal  
 48 of office this the 23 day of March, A.D. 1940.

Clerk's Note—Art. 4606.

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FEB 27 2004

ATTEST: BEVERLY B. KAUFMAN, County Clerk Harris County, Texas

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CUC T. LIEN

Deputy

CUC T. LIEN





1 foregoing instrument, and acknowledged to me that they each executed the same for the purposes  
 2 and consideration therein expressed, and the said Viola Snyder having been examined by me  
 3 privily and apart from her husband, and having the same fully explained to her by me, she  
 4 the said Viola Snyder acknowledged such instrument to be her act and deed, and declared that  
 5 she had willingly signed the same for the purposes and consideration therein expressed, and  
 6 that she did not wish to retract it. Given under my hand and seal of office,  
 7 this the 21 day of March, A.D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (Seal)

8 The State of Texas, County of Harris: Before me, the undersigned authority, a Notary  
 9 Public in and for said County and State, on this day personally appeared O. A. Switzer and  
 10 Stella F. Switzer his wife, known to me to be the persons whose names are subscribed to the  
 11 foregoing instrument, and acknowledged to me that they each executed the same for the purposes  
 12 and consideration therein expressed, and the said Stella F. Switzer having been examined by  
 13 me privily and apart from her husband, and having the same fully explained to her by me, she,  
 14 the said Stella F. Switzer acknowledged such instrument to be her act and deed, and declared  
 15 that she had willingly signed the same for the purposes and consideration therein expressed,  
 16 and that she did not wish to retract it. Given under my hand and seal of  
 17 office, this the 23 day of March, A.D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (Seal)

18 The State of Texas, County of Harris: Before me, the undersigned authority, a  
 19 Notary Public in and for said County and State, on this day personally appeared O. C. Hohl  
 20 and Pearl Hohl, his wife, known to me to be the persons whose names are subscribed to the  
 21 foregoing instrument, and acknowledged to me that they each executed the same for the purposes  
 22 and consideration therein expressed, and the said Pearl Hohl having been examined by me privily  
 23 and apart from her husband, and having the same fully explained to her by me, she, the said  
 24 Pearl Hohl acknowledged such instrument to be her act and deed, and declared that she had  
 25 willingly signed the same for the purposes and consideration therein expressed, and that she  
 26 did not wish to retract it. Given under my hand and seal of office, this the  
 27 21 day of March, A.D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (Seal)

28 The State of Texas, County of Harris: Before me, the undersigned authority,  
 29 on this day personally appeared G. H. Chernosky, Vice President, known to me to be the person  
 30 whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed  
 31 the same as the act and deed of Liberty Loan and Building Association, of Houston, Texas, and  
 32 as the Vice President thereof, for the purposes and consideration therein expressed, and in  
 33 the capacity therein stated. Given under my hand and seal of office this  
 34 the 23 day of March, A. D. 1940.

L.A. Kucerna, Notary Public in and for Harris County, Texas. (Seal)

Filed for record March 29, 1940 at 12:10 o'clock P.M. Recorded April 12, 1940 at 11:30 o'clock A.M.

*Henry M. Decker* Clerk County Court, Harris County, Texas, By *James M. Decker* Deputy

582-22-112

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

FEB 27 2004

ATTEST: BEVERLY B. KAUFMAN, County Clerk Harris County, Texas

DEED RECORDS VOL 1161 PAGE 340

*CUC T. Lien* Deputy CUC T. LIEN

**Shepherd Oaks Civic Association, Inc.**

**P.O. Box 10142  
Houston, TX 77206**

Shepherd Oaks Civic Association has re-filed the HOHLDALE ADDITION deed restrictive covenants for the benefit the property owners, Title Companies, Real Estate Practitioners and all persons researching recorded real property records, so that these Deed Restrictions are easily retrievable. Let it be known through public records that HOHLDALE ADDITION is Deed Restricted. In addition, the act of re-filing these restrictions is to further reduce the potential of property ownership being transferred whereby new owners are misinformed due to inability to locate the Deed Restrictions for the HOHLDALE ADDITION in the County Records.

The HOHLDALE ADDITION Deed restrictions were originally filed in 1940. They include a provision for automatic extension for successive 10-year periods, unless a majority of owners agree to change them. The current act of re-filing incorporates no changes. Due to the early vintage of this document, it has come to our attention that these restrictions are not as easily retrievable as records filed after the year 1960. It is assumed to be the root cause of misinformation provided by Realtors and Title companies to new property owners that there are no recorded deed restrictions for Hohldale Addition.

It is important to point out that Deed Restriction #1 in this document has been rendered invalid by subsequent legislation and is further noted by the County Clerk Stamp. However, based on the provision of Deed Restriction #16, invalidation of one does not invalidate the others. Therefore, the remaining restrictions remain valid.

In an effort to preserve and protect the residential integrity of the Hohldale Addition, we respectfully submit this certified copy of the restrictive Covenants for re-filing.

Cindy French  
President Shepherd Oaks Civic Association

Joseph D. Amante  
Vice President Shepherd Oaks Civic Association

Date: March 11, 2004

Return To: Joseph D. Amante  
518 Hohldale  
Houston, Tx 77091-5718

2004 MAR 12 PM 12:14  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED

NECESSARY MEMORANDUM  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC

682-95-1197

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS  
I hereby certify that this Instrument was FILED in file number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris County Texas on

MAR 12 2004



*Cecily L. Kuykendall*

COUNTY CLERK  
HARRIS COUNTY, TEXAS