

may become an annoyance or nuisance to the neighborhood. (h) 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 (10) 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.

(i) 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 for so doing or to recover damages or other dues for such violation.

(j) 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.

If the Guardian Trust Company, or its successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before the expiration thereof, as above provided, it shall be lawful for any other person or persons owning any lots described above subject to the same restrictions or conditions in respect to which default is made, or for Guardian Trust Company to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted.

Executed at Houston, Texas, this the 28th day of March, A.D. 1940.

Guardian Trust Company, By C. M. Malone, President.

Attest: Gertrude Chambers, Ass't Secretary. (Seal)

The State of Texas, County of Harris: Before me, the undersigned authority, on this day personally appeared C. M. Malone, President of Guardian Trust Company, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 28th day of March, A.D. 1940.

Fred R. Warn, Notary Public in and for Harris County, Texas. (Seal)

Filed for record March 28, 1940 at 12:05 o'clock P.M. Recorded April 12, 1940 at 9:20 o'clock A.M.

Henry M. Sadler, Clerk County Court, Harris County, Texas, By Lucile Bentley Deputy

No. 259168

Lydia A. Phillips, et al

To

Restrictions

The State of Texas, County of Harris: Know all men by these presents: That we, Oscar C. Hohl and wife, Pearl Hohl, W. N. Murphy and wife, Maud Murphy, Carlyle H. 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, Stella 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 Hohldale 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

RECORDER'S MEMORANDUM: All Or Parts Of The Text On This Page Was Not Clearly Legible For Satisfactory Recordation

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

5 1. No Lot in Hohldale Addition shall be sold
 6 or leased to or occupied by any other than persons of the Caucasian race; except that servant
 7 quarters may be erected and maintained on the premises which may be occupied by other races
 8 as servants.

9 2. No Lot in Hohldale Addition except such as herein
 10 specifically designated, shall be used for any purposes other than residence purposes and
 11 no business, trade, industry or profession shall be conducted or practiced thereon, however
 12 Lot No. Six (6) in Block No. One (1) and Lot No. Nine (9), in Block No. Five (5), in said
 13 Hohldale Addition, and only such Lots used for business purposes, No structure shall be
 14 erected, placed or permitted to remain on any residential Lot other than one detached single
 15 family-dwelling; not to exceed 2 1/2 stories in height and a private garage for not more than
 16 three cars, a servant quarters and wash house.

17 3. No residence shall be
 18 erected on the property conveyed hereby to cost less than \$2,000.00 including the garage and
 19 servant quarters, the outside woodwork on all buildings built shall receive at least two coats
 20 of paint within sixty (60) days after such building is constructed, the construction of all
 21 buildings once started shall be prosecuted with due and reasonable diligence to completion.

22 4. No building shall be located on any residential building plot nearer than 40 feet to the
 23 front lot line, nor nearer than 10 feet to any side street line; No building, except a garage
 24 or other outbuilding located 75 feet or more from the front lot line, shall be located nearer
 25 than 10 feet to any side lot line. No residence or attached appurtenance shall be erected on any
 26 lot further than 40 feet from the front lot line.

27 5. No building located
 28 on a business lot shall be located nearer than 20 feet to the front lot line, nor nearer than
 29 3 feet to the side lot line.

30 6. No residential structure shall be erected
 31 or placed on any building plat, which plat has an area of less than 20,000 sq. feet nor a
 32 width of less than 90 feet at the front building set back line.

33 7. No trailer,
 34 basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time
 35 be used as a residence temporarily or permanently, nor shall any structure of a temporary
 36 character be used as a residence.

37 8. No dwelling shall be permitted on
 38 any lot in Hohldale, the ground floor area of the main structure exclusive of one story open
 39 porches and garages, shall be less than 700 sq. feet in the case of one-story structure,
 40 nor less than 550 sq. feet in the case of a 1 1/2, 2, or 2 1/2 story structures.

41 9. No hogs whatever, and not more than 2 cows shall be kept or permitted on any lot in Hohldale
 42 Addition.

43 10. No vinous, spiritous or malt liquors shall be sold or exposed
 44 for sale on any lot in said Hohldale Addition.

45 11. Until such time as a sanitary
 46 sewer system shall have been constructed to serve Hohldale Addition, a sewage disposal system
 47 constructed in accordance with the requirements of the Harris County Health Dept. shall be
 48 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

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 maintaing 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 alternations 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, 1969, 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 Dawdy. Dean J. Snyder.
 Viola Snyder. O. A. Sweitzer. Stella F. Sweitzer. O. C. Hohl.
 Pearl Hohl. 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

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.

Louis Sacks, Notary Public in and for Harris County, Texas. (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 Albert C. Murrell and Alice Murrell 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 and consideration therein expressed, and the said Alice Murrell having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she, the said Alice Murrell 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 28 day of March, A. D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (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 J. A. Brewster and Vida Brewster, 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 and consideration therein expressed, and the said Vida Brewster having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Vida Brewster 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 27 day of March, A.D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (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 Robert Kimball and Selena Lee Kimball, 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 and consideration therein expressed, and the said Selena Lee Kimball having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she, the said Selena Lee Kimball 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 March, A. D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (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 J.E. Dawdy and Florence Ellen Dawdy 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 and consideration therein expressed, and the said Florence Ellen Dawdy having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she, the said Florence Ellen Dawdy 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 March, A.D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (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 Dean J. Snyder and Viola Snyder, 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 and consideration therein expressed, and the said Viola Snyder having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she the said Viola Snyder 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 March, A.D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (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 O. A. Sweitzer and Stella F. Sweitzer 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 and consideration therein expressed, and the said Stella F. Sweitzer having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she, the said Stella F. Sweitzer 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 23 day of March, A.D. 1940.

Louis Sacks, Notary Public in and for Harris County, Texas. (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 O. C. Hohl and Pearl Hohl, 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 and consideration therein expressed, and the said Pearl Hohl having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she, the said Pearl Hohl 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 March, A.D. 1940. Louis Sacks, Notary Public in and for Harris County, Texas. (Seal)

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

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

Filed for record March 28, 1940 at 12:10 o'clock P.M. Recorded April 12, 1940 at 11:30 o'clock A.M.

Henry W. Dudley Clerk County Court, Harris County, Texas, By *Leine Beutler* Deputy

No. 259243

Carl W. Shirley, et ux

To

Jack D. Hughes, et ux

Deed, Etc.

The State of Texas, County of Harris: Know all men by these presents: That we, Dr. Carl W. Shirley and wife, Kathryn G. Shirley, of the County of Harris, State of Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash and other good and valuable considerations to us in hand paid by the hereinafter mentioned Grantees, the receipt of all of which, except as hereinafter stated, is hereby acknowledged and confessed;