194-85-1860

# RESTRICTIVE COVENANT AGREEMENT

THE STATE OF TEXAS

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§ KNOW ALL MEN BY THESE PRESENTS:

WE TO 27 4 35 2 6 4 19 77 7 10

COUNTY OF HARRIS

THIS AGREEMENT made and entered into among certain of the Owners of property in Wroxton Court, an Addition to the City of Houston, Texas, the names of said Owners being stated on Exhibit "A" hereto, on the terms and conditions hereinafter stated.

/li

# WITNESSETH:

WHEREAS, the undersigned are the respective Owners of certain Lots in Wroxton Court, an Addition to the City of Houston, in Harris County, Texas, a map of said Addition being recorded in Volume 998, Page 244 of the Deed Records of Harris County, Texas; and

WHEREAS, certain deed restrictions imposed by the developer of Wroxton Court lapsed and expired on January 1, 1980; and

WHEREAS, the undersigned persons desire to specify the appropriate residential purpose to which land in the Addition may be put for their own purposes, to carry out the general residential restrictions applying to land within the Addition and to continue to restrict the use of lots so as to preserve Wroxton Court to the maximum extent possible as a family residential area by continuing to restrict Wroxton Court primarily to duplex residences in accordance with the common plan and scheme which has appertained in said Addition for more than thirty-five years;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements of the undersigned Owners, each to the others as covenantors and covenantees, and expressly for the benefit of, and to bind, their successors in interest, the undersigned Owners agree that the Property shall be held, transferred, sold, conveyed and occupied subject to the foregoing and following easements, restrictions, covenants, conditions, declarations and purposes, which are

Return recorded copy to:

Stephen A. Massad Baker & Botts 3000 One Shell Plaza Houston, Texas 77002 for the purpose of carrying out and preserving the general restrictions and the specific residential restrictions presently and previously applicable to the Property and of protecting the value and desirability of the Property, and which shall run with the land, shall be a benefit and burden to and shall be binding on the Owners and all parties having any right, title, or interest in or to the Property, or any part thereof, and their grantees, successors, heirs, executors, administrators, devisees and assigns and which easements, restrictions, covenants, conditions, declarations and purposes shall inure to the benefit of each Owner.

# ARTICLE I

#### **DEFINITIONS**

- 1.01 "Property" shall mean and refer to that certain real property located in Wroxton Court, an Addition to the City of Houston, in Harris County, Texas, according to the map of said Addition recorded in Volume 998, Page 244, of the Deed Records of Harris County, Texas, except any tract therein owned by any person listed on Exhibit "A" hereto who fails to execute this Agreement, and such other real property in Wroxton Court as may hereafter be made subject to the provisions of this Agreement.
- 1.02 "Lot" shall mean and refer to any of the twenty-one (21) lots comprising Wroxton Court, according to the map of said Addition recorded in Volume 998, Page 244 of the Deed Records of Harris County, Texas, except any such lot which is not part of the Property.
- 1.03 "Family" shall mean and refer to two people who are married to each other or the survivor of them, their children, and other relatives of either of them.
- 1.04 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
- 1.05 "Primary Structure" shall mean and refer to a structure on a Lot intended for residential use, other than servants' quarters.
- 1.06 "Unit" shall mean and refer to a separate habitation or housekeeping space in a Primary Structure.
- 1.07 "Duplex" shall mean and refer to a two-Unit residential structure.

1.08 "Triplex" shall mean and refer to a three-Unit residential structure.

#### ARTICLE II

#### USE RESTRICTIONS

- 2.01 Each Lot and any improvements thereon shall be used for residential purposes only. No business house, retail store, hospital, place of amusement or entertainment, factory, warehouse, hotel, rooming house, commercial establishment, or place of business of any kind shall ever be kept, maintained, built or constructed on the Property nor shall the Property or any of the improvements thereon ever be used for such prohibited purposes.
- 2.02 Each Lot may be used for one, and only one, Primary Structure, which shall be a detached single-family residence, a Duplex or a Triplex; provided, however, that any existing structure having more than three (3) Units on January 1, 1980 may continue to the extent that the structures thereon and the uses to which they are put are not in violation of any other provision of this Agreement. A Primary Structure shall not exceed three (3) stories in height. No Lot shall contain any improvements other than one Primary Structure, except that a Primary Structure may be accompanied by a private garage for not more than three (3) cars and servants' quarters and other outbuildings incident to the residential use of the Lot; provided, however, that any other improvements existing on January 1, 1980 (and/or replacements of such improvements) may continue to the extent that such structures and the uses to which they are put are not in violation of any other provisions of this Agreement. Each Unit may be occupied by not more than one (1) Family or three (3) unrelated individuals; provided, however, that nothing in this Agreement shall prevent the occupancy of any part of a Unit by any domestic servant, housekeeper, governess or nurse employed by the Owner (or the Owner's tenant, in the case of a rented Unit) thereof, provided that such Owner (or such tenant) also resides there. No servants' quarters on a Lot shall be occupied by any person other than a domestic servant, housekeeper, governess or nurse in the full-time employ of the Owner (or the Owner's tenant, in the case of a rented Unit) of a Lot, provided that such Owner (or such tenant) also resides in the Primary Structure on such Lot.
- 2.03 No Primary Structure shall be erected or constructed which does not front on Wroxton Court.

- 2.04 No Primary Structure or permitted outbuilding or servants' quarters (including porches and projections therefrom), fence, wall, ledge or other structure shall be placed nearer than fifteen (15) feet to the property line fronting Wroxton Court, and in any event no fence, wall, hedge (except for a hedge running parallel to Wroxton Court and not more than three (3) feet from the front of the Primary Structure on a Lot) or structure shall be placed in front of the front building line of the Primary Structure on a Lot.
- 2.05 No Primary Structure or other improvement shall be constituted nearer than five (5) feet to the sidewalk line on Ashby Street. No separate garage, servants' quarters or other outbuilding shall be erected the front wall of which is closer than fifty (50) feet to the front property line of a Lot.
- 2.06 After the date of this Agreement, no Primary Structure shall be constructed on a Lot which is not stucco, brick or brick veneer construction.
  - 2.07 No Lot shall be resubdivided in any fashion.
- 2.08 No structure or building on a Lot shall be allowed to be in other than a reasonably good state of painting and repair, and all structures and buildings shall be maintained so as not to become unsightly.

## ARTICLE III

#### RENTING

No Unit shall be divided into apartments, flats, duplexes, rental rooms or any other form of separate house-keeping spaces, whether formally or informally, and no such separate spaces shall be rented.

# ARTICLE IV

#### REGULATIONS

- 4.01 No noxious or offensive 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.
- 4.02 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding, other than servants' quarters, shall be used on

any Lot at any time as a residence, either temporarily or permanently.

- 4.03 No boat, mobile home, travel trailer, recreational vehicle or truck with a camper attachment either with or without wheels shall be kept either (a) on any Lot in front of the front building line of the Primary Structure on the Lot or (b) on the street in front of any Lot in excess of 72 hours in a three (3) month period.
- 4.04 No signs of any character shall be allowed on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent or used in connection with a political election campaign.
- 4.05 No oil well drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.
- 4.06 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.
- 4.07 No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot, even if such use is subordinate to the use of the Lot as a residence.
- 4.08 No motor vehicle which has deflated tires or is on blocks or which is incapable of movement under its own power shall be kept either (a) on any Lot in front of the front building line of the Primary Structure on the Lot or (b) on the street in front of any Lot.
- 4.09 No vehicle shall be allowed to be parked in the front yard of any house or Lot and no paving or other hard surface shall cover the ground between the building line and the street of any Lot except for standard size walks and driveways. This provision is not to be interpreted to prohibit the widening of existing driveways but rather to prevent the construction of circular driveways in front of the building line and the paving of front yards as parking areas.

- 4.10 No animals, livestock or poultry of any kind shall be raised, based or kept on a 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.
- 4.11 Except for construction, repair and service vehicles while in actual use with respect to a Lot or a structure thereon, no bus, truck larger than 3/4 ton or trailer shall be left parked either (a) on any Lot in such manner as to be visible from the street or (b) on the street in front of any Lot.
- 4.12 No trees shall be felled or removed in front of any Primary Structure on a Lot except for dead tress.

#### ARTICLE V

#### EXISTING USES

Except as otherwise provided in Section 2.02, violations of this Agreement or of existing restrictions applicable to the Addition existing on the date this Agreement is recorded are not waived or ratified or in any manner consented to, and such non-waived violations and all violations of this Agreement occurring after the date this Agreement is recorded shall be considered violations for purposes of Article VII hereof and shall be subject to the provisions of such Article VII and such other rights as Owners of property in the Addition have hereunder, pursuant to existing restrictions or otherwise.

#### ARTICLE VI

## ASSOCIATION

who signs a counterpart of this Agreement shall automatically become a member of the Wroxton Court CIVIC CLUB, a non-profit association. Initially the CIVIC CLUB shall be an unincorporated association and all actions to be taken shall be taken by the vote of the members as set forth (i) herein, (ii) in any By-laws which 75% of the members of the CIVIC CLUB shall approve which shall not be inconsistent herewith or (iii) if 75% of the members shall approve the incorporation of the CIVIC CLUB, pursuant to the Articles of Incorporation and By-laws of the CIVIC CLUB, which shall not be inconsistent herewith. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

- 6.02 There shall be one vote to be exercised by each member for each Lot (or each set of two or more contiguous Lots jointly having only one Primary Structure) owned by such member on all matters required to be brought before the members of the CIVIC CLUB for a vote. If more than one person or entity holds an interest in any such Lot (or set of Lots), the one vote shall be exercised as those holding such interests shall between themselves determine.
- 6.03 The CIVIC CLUB shall be entitled to levy assessments against its members for the costs of taking action pursuant to Article VII hereof and for such other purposes as may be stated in the Articles of Incorporation or By-laws of the CIVIC CLUB, if any. However, no such assessment shall be levied unless it is approved by 75% of the outstanding votes in the CIVIC CLUB, excluding in computing the number of votes required to constitute 75% any member against whom it is proposed to take action pursuant to Article VII.

## ARTICLE VII

#### **ENFORCEMENT**

The CIVIC CLUB, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all of the easements, covenants, conditions, restrictions, declarations and purposes now or hereafter imposed by existing restrictive covenants or the provisions of this Agreement or any amendments hereto. Failure by the CIVIC CLUB or by any Owner to enforce any easement, condition, covenant, restriction, declaration or purpose herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### ARTICLE VIII

#### SEVERABILITY

Invalidation of any provision of this Agreement by judgment, court order, or otherwise shall in no way affect any provision, and all other provisions shall remain in full force and effect. The violation of any provision of this Agreement shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against any of the Property and such lien may be enforced against any and all property covered thereby, subject nevertheless to the provisions of this Agreement.

#### ARTICLE IX

# EFFECTIVENESS, DURATION, AMENDMENT AND ANNEXATION

- 9.01 This Agreement shall become effective, as of January 1, 1980, upon, and only upon, the execution hereof by Owners owning in the aggregate at least 17 Lots.
- 9.02 The easements, covenants, conditions, restrictions, declarations and purposes of this Agreement shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective legal representatives, heirs, successors and assigns, as hereinbefore more specifically stated, and, unless amended as provided herein, shall be effective for a term of ten (10) years from January 1, 1980; after which time said easements, covenants, conditions, restrictions, declarations and purposes shall be automatically extended for successive periods of ten (10) years unless, during the six (6) month period immediately preceding the end of the original ten (10) year period or the end of any ten (10) year extension period, said easements, covenants, conditions, restrictions, declarations and purposes are revoked by an instrument executed by the President and Secretary of the CIVIC CLUB and approved by 75% of the outstanding votes in the CIVIC CLUB. The easements, conditions, covenants, restrictions, declarations and purposes contained herein may be amended at any time by an instrument executed by the President and Secretary of the CIVIC CLUB and approved by 75% of the outstanding votes in the CIVIC CLUB. No amendment or revocation shall be effective until duly recorded in the office of the County Clerk of Harris County, Texas. If the CIVIC CLUB has for any reason ceased to exist at any point when amendment or revocation is sought pursuant to the provisions of this Article, identification of those holding votes in the CIVIC CLUB and determination of the number of votes held and outstanding shall be made as if such CIVIC CLUB still existed and functioned and the revoking or amending instrument shall be executed by all those voting in favor of the revoking or amending instrument.
- 9.03 If after this Agreement is executed and recorded any other person or entity owning property in Wroxton Court who did not execute this Agreement desires to do so and to make his property located in Wroxton Court subject to the provisions of this Agreement, said Owner shall be entitled to do so by executing an instrument which describes the property of the Owner located in Wroxton Court and states that the Owner desires to make said property

subject to the terms and provisions of this Agreement. When such instrument has been executed and recorded in the Office of the County Clerk of Harris County, Texas, the property described in such instrument shall be subject to and shall have the benefit of all the provisions of this Agreement, and the Owner of such property shall automatically become a member of the CIVIC CLUB on the terms herein specified, and shall become subject to and shall have the benefit of all the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Owners whose signatures appear on the counterpart signature pages hereto on the respective dates specified by the name of each such Owner. The signature pages consist of multiple counterparts and have been cumulated, consecutively numbered and attached to the original ribbon copy of this Agreement. This Agreement shall be binding upon each of those Owners signing any counterpart signature page. The failure of any person listed on Exhibit "A" hereto to execute a counterpart signature page of this Agreement shall not invalidate this Agreement as to any Owner who executed it, the listing of names on Exhibit "A" hereto being for convenience only.

# EXHIBIT A TO RESTRICTIVE COVENANT AGREEMENT

Lot	Wroxton Court Street Number	Record Owner(s)
1	1750	Mary D. Hardin and Nel Fay Ray
2	1746	Melba Faye Drake
3	1740	Wallace and Frances Owen Machen
1 2 3 4 5 6 7	1736	Kenneth E. and Joann Sharley McMinn
5	1734	Marie Keeler
6	1730	Alton and Flora Martin Sharley
7	1726	George Andrew and Sherry Ann Zivley
8	1722	Stephen Earl Bishop
9	1716	Mary L. and James F. Bain
10	1712	Joseph T. Siff, Donald W. Brodsky and
		Stephen M. Vaughn
11	1710	Susan L. Stubbs
12	1710	Susan L. Stubbs
13	1717	Otis W. and Mary Beth Fine
14	1721	Alice Shaffer Ricks
15	1725	Stephen A. and Amy S. Massad
16	1729	Vivian W. Parker
17	1733	Robert B. Shaw and Walter Richard
		Schmeal
18	1737	Sharon Bell
19	1741	Philip C. and Mary L. Wrangle
20	1745	Raymond M. Garrigus
21	1749	W. Ronald Robins

	194-85-1870
Lot No/	OWNER  Nell Fay Ray  Print Name:
Dated: 200. 12, 1980.	Print Name:
THE STATE OF TEXAS §  COUNTY OF HARRIS §	·
personally appeared NELLE the person whose name is subsment, and acknowledged to me the purposes and consideration	
GIVEN UNDER MY HAND day of November 1980.  [Notarial Seal]	AND, SEAL OF OFFICE, this Date  BETTY MARIE McDADE  Print Name:  Notary Public in and for  Harris County, Texas
THE STATE OF TEXAS §  DALLAS §  COUNTY OF HARRIS §	
personally appeared MARV & the person whose name is subs	ersigned authority, on this day  Limin , known to me to be scribed to the foregoing instru- that she executed the same for on therein expressed.
GIVEN UNDER MY HANT day of 4000, 1980.	AND SEAL OF OFFICE, this 18
[Notarial Seal]	Print Name:  Notary Public in and for  Harris County, Texas

	OWNER	
Lot No. 2	Melba Faye D.  Melba Faye D.	e Krake
Dated: 7207-9, 1980.	Print Name:	
THE STATE OF TEXAS §		
COUNTY OF HARRIS §		
the person whose name is subsment, and acknowledged to me the purposes and consideration	cribed to the foregone that she executed the n therein expressed.	o me to be ing instru- e same for
day of November, 1980.	AND SEAL OF OFFICE,	
A STATE OF THE STA	Print Name: Notary Public in	
	Harris County,	
[Notarial Seal]	В	Notary Public in Harris County, Texas My Commission Expires 9/22/84 onded by Alexander Lovett, Lawyers Surety Corp.
THE STATE OF TEXAS §		
COUNTY OF HARRIS §		
BEFORE ME, the undersigned authority, on this day personally appeared, 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.		
GIVEN UNDER MY HAND day of, 1980.	AND SEAL OF OFFICE,	this
	Print Name: Notary Public in	and for
	Harris County,	Texas

[Notarial Seal]

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES

WERE PRESENT AT THE TIME THE INSTRUMENTA

WAS FILED AND RECORDED,

		OWNER	
Lot No.	3	lo-aline	7111

THE STATE OF TEXAS § §

HARRIS COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Wallace Machan, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9.

oventer 1980.

Notary Public in and for Harris County, Texas LINDA CALDWELL

Notary Public in Harris County, Texas My Commission Expires 9/22/84 Bonded by Alexander Lovett, Lawyers Surety Corp.

Notarial Seall

THE STATE OF TEXAS §

COUNTY HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Manage Machine known to me to be the person whose name is subscribed to the foregoing instrument, 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 9 th day of forenter , 1980.

Notary Public in and for Harris County, Texas

[Notarial Seal]

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

LINDA CALDWELL Notary Public in Harris County, Texas My Commission Expires 9/22/84 Boarded by Alexander Lovers, Lawyers Society Jorg. Lot No.

Dated: Nov. 24, 1980.

THE STATE OF TEXAS

§ COUNTY OF HARRIS

OWNER

Print Name

BEFORE ME, the undersigned authority, on this day personally appeared reneth inching, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of norm x, 1980.

> Notary Public in and for Harris County, Texas

[Notarial Seal]

LINDA E. PRINCE Notary Public in State of Texas My Commission Expires January 31, 1984

THE STATE OF TEXAS § COUNTY OF HARRIS §

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES FERE PRESENT AT THE TIME THE INSTRUMENT

BEFORE ME, the undersigned authority, on this day personally appeared wan Sharley mcmunknown to me to be the person whose name is subscribed to the foregoing instrument, 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 day of مورد 1980.

> Notary Public in and for Harris County, Texas

[Notarial Seal]

LINDA E. PRINCE Notary Public in State of Texas Notary Public in State of Texas

My Commission Expires January 31, 1984

	OWNER
Lot No. 5	Marie Leelen Print Name:
Dated: 9 November, 1980.	MARIE Keeler Print Name:
THE STATE OF TEXAS §	
the person whose name is subsement, and acknowledged to me the purposes and consideration	•
GIVEN UNDER MY HAND day of November, 1980.	AND SEAL OF OFFICE, this geth
14 (16 ) 1	Print Name:
	Notary Public in and for Harris County, Texas <sub>LINDA</sub> CALDWELL
[Notarial Seal]	Notary Public in Harris County, Texas My Commission Expires 9/22/84 Bonded by Alexander Lovett, Lawyers Surety Corp.
THE STATE OF TEXAS §  S COUNTY OF HARRIS §	s.
personally appeared the person whose name is subs	rsigned authority, on this day, known to me to be cribed to the foregoing instru- that _he executed the same for n therein expressed.
GIVEN UNDER MY HAND day of, 1980.	AND SEAL OF OFFICE, this
[Notarial Seal]	Print Name: Notary Public in and for Harris County, Texas

RECORDER'S MEMORANDUM

Lot No. 6 S/X"

Dated: 9 Rovember 1980.

THE STATE OF TEXAS §

§ HARRIS § COUNTY OF

Print Name:

FLORA MARTIN SHARLE

BEFORE ME, the undersigned authority, on this day personally appeared Alton Sharlen, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 to day of / lovember, 1980.

Notary Public in and for

Harris County, Texas LINDA CALDWELL

Notary Public in Harris County, Texas My Commission Expires 9/22/84 Bonded by Alexander Lovett, Lawyers Surety Corpo-

RECORDER'S MEMORANDUM

Notarial Seal

THE STATE OF TEXAS

§

COUNTY HARRIS OF

ALL BLACKOUTS, ADDITIONS AND CHANGES

WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

BEFORE ME, the undersigned authority, on this day personally appeared Homa Martin Sharlayknown to me to be the person whose name is subscribed to the foregoing instrument, 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 day of November, 1980.

Print Name:

Notary Public in and for

Harris County, Texas al Seall

LINDA CALL YELL Notary Public in Harris County, Texas My Commission Expires 9/22/34 Bonded by Alexander Edvett, Lawyers Const. Corp.

-20- 16

	OWNER 194-85-1876
	SUL
~j	Sherry Com Zeley SHERRI FAN ZIVLEY
Lot No.	Print Name:
	^
Dated: \u00e400. \u00e40.	Print Name:
Dateu. Cook. Co., 1966.	Print Name: (recorge Hindrew Zduley)
THE STATE OF TEXAS §	Creekinge
COUNTY OF HARRIS §	
BEFORE ME, the unde	rsigned authority, on this day
the person whose name is subs	cribed to the foregoing instru-
ment, and acknowledged to me	that she executed the same for
the purposes and consideration	n therein expressed.
CIVEN INDER MY HAND	AND SEAL OF OFFICE, this Ltl
day of	AND SEAL OF OFFICE, this Ltl
	Jonne M & Jaux
JAME M. STRAUSS  Notary Public in Action Straus County, Texas	Print Name:
wotery Public III 78 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Notary Public in and for
	Harris County, Texas
[Notarial Seal]	A STANDARD MENOPANDUM
Community of the Commun	RECORDER'S MEMORANDUM  ALL BLACKOUTS, ADDITIONS AND CHANGES
THE CHARLES OF MENACE S	WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
DUPODE WE the unde	ersigned authority, on this day
personally appeared (person A	2 known to me to be
the person whose name is subs	known to me to be scribed to the foregoing instru-
ment, and acknowledged to me	that he executed the same for
the purposes and consideration	
GIVEN UNDER MY HANI	and seal of office, this 9th
day of Tralian, 1980!	
$\overline{\mathcal{G}}$	
gg sammer.	ALMA ROBATGUEZ Print Name:
Sugar Park	Print Name:
	Notary Public in and for Harris County, Texas
[Notarial Seal]	ALMA RODRIGUEZ
[Notarial Seal]	Notary Public State of Texas
• .	My Commission Expires February 8, 1984
17	Banded by L. Alexander Lovett, Lawyers Surety Corp.

Lot No8	Print Name: Stephen Earl Bishop
	FITTIC Name: Stephen Lart Bishop
Dated: November 7, 1980.	Print Name:
THE STATE OF TEXAS §  S COUNTY OF HARRIS §	
the person whose name is subso	rsigned authority, on this day rl Bishop , known to me to be cribed to the foregoing instruthat he executed the same for therein expressed.
GIVEN UNDER MY HAND day of November , 1980.	AND SEAL OF OFFICE, this 7th
	Sorita Rudy
	Print Name: Serita Rudy  Notary Public in and for  Harris County, Texas
[Notarial Seal]	
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §	RECORDER'S MEMORANDUM  ALL BLACKOUTS, ADDITIONS AND CHANGES  WERE PRESENT AT THE TIME INE INSTRUMENT  WAS FILED AND RECORDED.
personally appeared the person whose name is subs	rsigned authority, on this day, known to me to be cribed to the foregoing instru- that _he executed the same for n therein expressed.
day of, 1980.	AND SEAL OF OFFICE, this
[Notarial Seal]	Print Name: Notary Public in and for Harris County, Texas
INDESTINATION SABIL	

Lot No. 9	Print Name: Mary L. Bain
Dated: December 11, 1980.	Print Name: James F. Bain
THE STATE OF TEXAS §  COUNTY OF NUEGES §	
personally appeared Mary the person whose name is subs	ersigned authority, on this day L. Bain , known to me to be scribed to the foregoing instru- that she executed the same for on therein expressed.
day of December , 1980.	AND SEAL OF OFFICE, this 11
[Notarial Seal]	Print Name: Mildred L. Lindell Notary Public in and for Nueces County, Texas
THE STATE OF TEXAS §  S COUNTY OF NUECES §	RECORDER'S MEMORANDUM  ALL BLACKOUTS, ADDITIONS AND CHANGES  WERE PRESENT AT THE TIME INSTRUMENT  WAS FILED AND RECORDED.
personally appearedJames the person whose name is subs	ersigned authority, on this day  F. Bain, known to me to be  scribed to the foregoing instru-  that _he executed the same for  on therein expressed.
GIVEN UNDER MY HAND day of December , 1980.	O AND SEAL OF OFFICE, this 11
	Print Name: Mildred L. Lindell Notary Public in and for Nueces County, Texas

-10- 19

194-85-1879

OWNER

Print Name:

Lot No. 10\_\_\_

Dated: JANVAY4 21, 1980.

JOSEPH T. SIFF

Print Name:

THE STATE OF TEXAS §

COUNTY OF HARRIS §

personally appeared <u>JOSEPH T. SIFF</u>, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of JAWAY, 1989.

Print Name:

Notary Public in and for Harris County, Texas

[Notarial Seal]

THE STATE OF TEXAS

COUNTY OF HARRIS §

ACCORDING MEMORANDUM

ALL BUDGETS, ADDITIONS AND CHATGES

MERE THESEN FOR THE TIME INSTRUMENT

THIS FALED WISH RECORDED.

personally appeared <u>JOSEPH T. SIFF</u>, 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.

day of January 1989.

Print Name:

Notary Public in and for Harris County, Texas

[Notarial Seal]

	OWNER
Lot No. 10	Print Name:
Dated: February 18, 1986.	Donald W. Brodsky Print Name:
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	÷
personally appeared <u>Donald W</u> the person whose name is subs ment, and acknowledged to me the purposes and consideration	•
GIVEN UNDER MY HAND day of February , 1980.	Janus E. Hockless
	Print Name: Notary Public in and for Harris County, Texas
[Notarial Seal]	The state of the s
THE STATE OF TEXAS §  S  COUNTY OF HARRIS §	RECORDER'S MEMORANDUM  ALL BLACKOUTS, ADDITIONS AND CHANGES  WIGHT TOTAL TOTAL TOTAL TOTAL CHARGES  PARTY OF THE HALLOWERS.
personally appeared	ersigned authority, on this day, known to me to be scribed to the foregoing instru- that _he executed the same for on therein expressed.
day of, 1980.	D AND SEAL OF OFFICE, this

[Notarial Seal]

Print Name:
Notary Public in and for
Harris County, Texas

	OWNER
Lot No. 10	Print Name:
Dated:, 1980.	Print Name:
THE STATE OF TEXAS §  S  COUNTY OF HARRIS §	RECORDER'S MEMORANDUM  ALL BLACKOUTS, ADDITIONS AND CHANGES  WERE PRESENT AT THE TIME THE INSIRUMAN  WAS FILED AND RECORDED.
personally appeared <u>Atehned</u> the person whose name is subsment, and acknowledged to me the purposes and consideration	rsigned authority, on this day Myauchan, known to me to be cribed to the foregoing instruthat he executed the same for
[Notarial Seal]	Print Name: Bobbie Dowden  Notary Public in and for  Harris County, Texas
[NOCALIAL SEAL]	
THE STATE OF TEXAS §  S  COUNTY OF HARRIS §	
personally appeared the person whose name is subs	ersigned authority, on this day, known to me to be scribed to the foregoing instru- that _he executed the same for on therein expressed.
day of, 1980.	O AND SEAL OF OFFICE, this
	Print Name: Notary Public in and for

-10- 22

[Notarial Seal]

	OWNER Susan L. Stubbs
Lot No. /1-12	SUSAN L. STUBBS
	Print Name:
Dated: // -/0 , 1980.	Print Name:
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	·
the person whose name is subsment, and acknowledged to me the purposes and consideration	
day of 1988:////	AND SEAL OF OFFICE, this
	Print Name: Pergy D. Whyahl Notary Public in and for Harris County, Texas
[Notarial Seal]	
A Total Control of the Control of th	RECORDER'S MEMOHANDUM
THE STATE OF TEXAS §  COUNTY OF HARRIS §	ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENS WAS FILED AND RECORDED,
COUNTY OF HARRIS 3	
personally appeared the person whose name is subs	known to me to be known to this day known to me to be scribed to the foregoing instruthat he executed the same for on therein expressed.
day of, 1980.	O AND SEAL OF OFFICE, this
[Notarial Seal]	Print Name: Notary Public in and for Harris County, Texas

-10 23

Lot No. <u>/3</u>	Mary Beth Fine MARY BETH FINE
Dated: March 30, 1980.	Print Name:
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
personally appeared the person whose name is subso	rsigned authority, on this day , known to me to be cribed to the foregoing instru- that he executed the same for n therein expressed.
GIVEN UNDER MY HAND day of, 1980.	Print Name: CTIS W. FINE Notary Public in and for Harris County, Texas
[Notarial Seal]	HECUNDER'S MEMORANDUM
CTATE CHARGO OF CEVAC S	ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.
THE STATE OF TEXAS §  S COUNTY OF HARRIS §	
COUNTY OF HARRIS §	
personally appeared Miky Bent Fine the persons whose name cis subs ment, and acknowledged to me the purposes and consideratio	
GIVEN UNDER MY HAND day of MIRROH, 1980./85/	AND SEAL OF OFFICE, this 30
omingo Maria	Print Name: 015C/AN SIEKO

[Notarial Seal]

Print Name: A ACCIAN SIER Notary Public in and for Harris County, Texas

LILLIAN STERN
Notary Public, State of Texas

My Commission Expires 3-31-35

Lot No.	Print Name:  Print Same:  Print Same:
Dated: ///. 9 , 1980.	Print Name:
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
the person whose name is subsment, and acknowledged to me the purposes and consideration	rsigned authority, on this day  which known to me to be cribed to the foregoing instru- that he executed the same for on therein expressed.
day of November 1980.	AND SEAL OF OFFICE, this 9 th
	Print Name:
	Notary Public in and for Harris County, Texas
/Notarial Seal]	Notary Public in Harris County, Texas My Commission Expires 9/22/84
(Notarial Scar)	Bonded by Alexander Lovett, Lawyers Surety Corp.
THE STATE OF TEMAS 3	RECORDER'S MEMORANDUM  LACKOUTS, ADDITIONS AND CHANGES  PRESENT AT THE TIME THE INSTRUMENT FILED AND RECORDED.
personally appeared the person whose name is subs	ersigned authority, on this day, known to me to be scribed to the foregoing instru- that _he executed the same for on therein expressed.
GIVEN UNDER MY HANG day of, 1980.	O AND SEAL OF OFFICE, this
	Print Name:  Notary Public in and for  Harris County Texas

-18- 25

[Notarial Seal]

Lot	No.	15

Stephen A.

Dated: December 9, 1980.

Print Name: Amy S.

THE STATE OF TEXAS §

§

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stephen A. Massad , 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December, 1980.

> Lillian Stern Notary Public in and for Harris County, Texas

Notarial Seal]

LILLIAN STERN Notary Public in Harris County, Texas My Commission Expires 3 15 1 - 81

THE STATE OF TEXAS § § HARRIS § COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Amy S. Massad, known to me to be the person whose name is subscribed to the foregoing instrument, 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 \_ day of December, 1980.

> RECORDER'S MEMORANDUM LL GLACKOUTS, ADDITIONS AND CHANGES FERE PRESENT AT THE TIME THE INSTRUMENT VAS FILED AND RECORDED.

Print Name: Lillian Stern Notary Public in and for Harris County, Texas

Notarial Seal

LILLIAN STERN Notary Public in Harris County, Texas My Commission Expires 3-31-81

Lot No. 16  Mrs. Vivian W. Parker  Print Name:  mis Twian the Farker	
Dated: Tee , 1980. Print Name:	
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §	
BEFORE ME, the undersigned authority, on this day personally appeared Mrs. Vivian W. Parker, 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.	
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th  day of December, 1980.  Print Name:  Notary Public in and for Harris County, Texas  VIRGINIA WEIGHT  Notary Public State of Texas  Commission Expires 6 Texas	
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §	
BEFORE ME, the undersigned authority, on this day personally appeared, 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.	
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of, 1980.	
Print Name:	

RECORDER'S MEMORANDUM

Notary Public in and for Harris County, Texas

[Notarial Seal]

Lot No. 17	ROBERT B. SHAW
	) 1 1 0 Ch
Dated: April 2,1981, 19801	Print Name
THE STATE OF AMEXAS § California	
COUNTY OF HARRYLSK § Contra Cos	ata
nersonally appeared Robert B. Sh	ribed to the foregoing instru- hat he executed the same for
day of April , 1980xx 1981.	AND SEAL OF OFFICE, this 2
MARIA N. MARATSOS	Maria N. Maratsos
NOTARY PUBLIC — CALIFORNIA COUNTY OF CONTRA COSTA My Commission Expires March 28, 1983	Print Name: Notary Public in and for Harris County, Texas
[Notarial Seal]	
THE STATE OF TEXAS §  COUNTY OF HARRIS §	: :
personally appeared the person whose name is subso	rsigned authority, on this day, known to me to be cribed to the foregoing instru- that _he executed the same for h therein expressed.
day of, 1980.	AND SEAL OF OFFICE, this
	Print Name:
	Notary Public in and for Harris County, Texas
	Datita comici, revas

RECORDER'S MEMORANDUM

[Notarial Seal]

	OWNER
Lot No. 17	Print Name: Richard Schnod
Dated: <u>Dec. 22</u> , 1980.	Print Name:
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
personally appeared Malwrlie the person whose name is subs	rsigned authority, on this day have known to me to be cribed to the foregoing instruthat he executed the same for n therein expressed.
GIVEN UNDER MY HAND day of <u>Decomber</u> , 1980.	AND SEAL OF OFFICE, this 2200
	Print Name: Kanow S. Cook Notary Public in and for Harris County, Texas
[Notarial Seal]	C. H. Market
THE STATE OF TEXAS §  S COUNTY OF HARRIS §	, -
personally appeared the person whose name is subs	, known to me to be cribed to the foregoing instruthat he executed the same for therein expressed.
day of, 1980.	AND SEAL OF OFFICE, this
[Notarial Seal]	Print Name: Notary Public in and for Harris County, Texas

RECORDER'S MEMURANUUM

Lot No. <u>18</u>	OWNER  SHAPER LOLEN BELL  Print Name: SHAPEN BELL
Dated: $1 - 2 - 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1 = 1$	Print Name:
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
the person whose name is subsment, and acknowledged to me the purposes and consideratio	
day of <u>America</u> , 1980.	AND SEAL OF OFFICE, this 3125
[Notarial Seal]	Print Name:  Notary Public in and for Harris County, Texas  R. TERRY BELL  Notary Public in and for Harris County, Texas  My Commission Expires 7-17-51
A Company of the Comp	My Equiumsion Expires 1 / - / / 5 ) (
THE STATE OF TEXAS §  \$ COUNTY OF HARRIS §	
personally appeared the person whose name is subs	rsigned authority, on this day , known to me to be cribed to the foregoing instru- that he executed the same for on therein expressed.
GIVEN UNDER MY HAND day of, 1980.	AND SEAL OF OFFICE, this
[Notarial Seal]	Print Name: Notary Public in and for Harris County, Texas

NECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES

WERE PRESENT AT THE TIME THE INSTRUMENTS

WAS FILED AND RECORDED.

	OWNER
Lot No. 19	Print Name: FHILIP C. WRAN 9/9
Dated: 9 November 1980.	Print Name: Mary L. Wrangle
THE STATE OF TEXAS §  COUNTY OF HARRIS §	
personally appearedthe under the person whose names is substituted by	rsigned authority, on this day , known to me to be cribed to the foregoing instru- that **\mu_h^2 he executed the same for h therein expressed.
day of forente, 1980.	AND SEAL OF OFFICE, this $g^{tx}$
[Notarial Seal]	Print Name: Notary Public in and for Harris County, Texas LINDA CALDWELL Notary Public in Harris County, Texas My Commission Expires 9/22/84
CHARLE OF BEVAC	Bonded by Alexander Lovett, Lawyers Surety Corp.
THE STATE OF TEXAS §  S COUNTY OF HARRIS §	
personally appeared the person whose name is subs	rsigned authority, on this day, known to me to be cribed to the foregoing instru- that _he executed the same for n therein expressed.
GIVEN UNDER MY HAND day of, 1980.	AND SEAL OF OFFICE, this
[Notarial Seal]	Print Name: Notary Public in and for Harris County, Texas

RECORDER'S MEMORANDUM

-10-31

	Print Name:
Lot No. <u>2</u>	Print Name:
Dated: 1/5, 198.	Print Name:
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
the person whose name is subs ment, and acknowledged to me the purposes and consideration	
day of October, 1980.	AND SEAL OF OFFICE, this 5 cm
	Jennie Kharrett
Vonnie K. Garrett Notary Public, State of Texas My Commission Expires Sept. 30, 19	Print Name:
[Notarial Seal]	
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
personally appeared the person whose name is subs	, known to me to be scribed to the foregoing instruthat he executed the same for on therein expressed.
GIVEN UNDER MY HANG	O AND SEAL OF OFFICE, this
	Print Name: Notary Public in and for
	Harris County, Texas

ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMERS WAS FILED AND RECORDED.

[Notarial Seal]

I, W. Ronald Robins, the owner of Lot 21 and the West 10 feet of Lot 20 of Wroxton Court, an Addition to the City of Houston, according to the map or plat thereof recorded in Volume 998, Page 244 of the Deed Records of Harris County, Texas, agree and subscribe only to Section 2.01 of the foregoing Restrictive Covenant Agreement affecting property in Wroxton Court; said Section 2.01 providing that:

2.01 Each Lot and any improvements thereon shall be used for residential purposes only. No business house, retail store, hospital, place of amusement or entertainment, factory, warehouse, hotel, rooming house, commercial establishment, or place of business of any kind shall ever be kept, maintained, built or constructed on the Property nor shall the Property or any of the improvements thereon ever be used for such prohibited purposes.

No other portion or provision of the foregoing Restrictive Covenant Agreement shall be effective as a restriction or other limitation on use, or have any other effect whatsoever, on the said Lot 21 and West 10 feet of Lot 20 of Wroxton Court, either now or at any time in the future.

The restrictions on use of the said Lot 21 and West 10 feet of Lot 20 of Wroxton Court as stated in the foregoing Section 2.01 shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the parties to the foregoing Restrictive Covenant Agreement and their legal representatives, heirs, successors and assigns and shall be effective for a term of ten years from January 1, 1980; after which time said restrictions on use as stated in Section 2.01 shall be automatically extended for successive periods of ten years unless during the six month period immediately preceeding the end of the original ten year period or the end of any ten year extension period, said restrictions on use are revoked by an instrument in writing executed by the then owner of the said Lot 21 and West 10 feet of Lot 20 of Wroxton Court and said instrument in writing is duly recorded in the office of the County Clerk of Harris County, Texas; provided, however, that if the general plan of restrictions applying to other property in Wroxton Court as set forth in the foregoing Restrictive Covenant Agreement shall be revoked as set forth in Paragraph 9.02 thereof, then the restrictions on the use of Lot 21 and the West 10 feet of Lot 20 as stated in the foregoing Section 2.01 shall automatically terminate at the same time such revocation becomes effective.

W. Ronald Robins