

M452601

165-66-2408

Reed

JOINT AND MUTUAL
RESTRICTIVE COVENANT AGREEMENT

HOUSTON HEIGHTS
(PART OF) BLOCK(S) 280 AND 281

100

THE STATE OF TEXAS
COUNTY OF HARRIS

12/27/89 00644544 M452601 \$ 19.25

WHEREAS, the undersigned persons own, respectively, the property set forth beside his, her, its, or their name(s) on Exhibit "A" attached hereto; and

WHEREAS, the undersigned persons desire to bind themselves in joint and mutual covenants to control the use and development of the property herein described;

NOW, THEREFORE, it is hereby declared that all of the Property, as defined below, shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting value and desirability of the Property, as defined below, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each Owner, as defined below, of any of the Property:

1925
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ARTICLE ONE
Definitions

1.01 Owner. "Owner" shall refer to the record Owner, whether one or more persons or entities, of the fee simple title to any of the Property, as defined below, whether all or part of said property be improved or unimproved, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 Property. "Property" shall refer to any or all of those certain parcels of real property described on Exhibit A attached hereto beside the name or names of any person or persons who have executed this Agreement.

1.03 Lot. "Lot" shall refer to all of or that portion of any of the Property designated as a lot adjacent to COLUMBIA Street in Blocks 280 and 281 shown upon the plat and subdivision map of The Houston Heights, recorded in Volume 1A at Page 114 of the Map Records of Harris County, Texas.

1.04 Residence. "Residence" shall mean and refer to a single dwelling unit (constituting a single residential space containing facilities for living, sleeping, cooking, and eating) included within or constituting a house, townhouse, condominium unit, apartment unit or garage apartment.

ARTICLE TWO
Restrictions

2.01 Use. All of the Property shall be used for residential purposes; or, for primary residential use and incidental business or commercial use, in the home, provided that the permitted business or commercial use is incidental to the primary residential use of the property and the general public is not invited, and the business or commercial use is limited to office or professional activity specifically excluding, without limitation, any manufacturing (other than home crafts and hobbies) or industrial activity. Except as otherwise provided herein, no Lots shall be used for any type of business or commercial purpose, or for any industrial or manufacturing purpose whatsoever. Boarding houses or use of any of the Property for hotel purposes is expressly prohibited hereby. No structure of a temporary character, trailer, mobile home, tent, shack, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Each Owner shall be permitted to construct or maintain only one Residence for every 2,500 square feet of contiguous Property owned by such Owner.

2.02 Destruction of Premises. Should any permanent structure located on any of the Lots be totally destroyed by fire, wind, rain or any other disaster, then, in any event, the Owner of said Lot shall clean such Lot of any and all debris within nine (9) months of the date of such disaster. This restriction is not intended to preclude such Owner from rebuilding such structure in accordance with Article 2, Section 2.05 herein.

2.03 Signs. No signs of any character shall be allowed on any Lot or on any improvement located thereon, except (i) one sign of not more than five feet square advertising the Lot or any Residence located on the Lot for sale or rent, or (ii) signs of a temporary nature of not more than five square feet for political or garage sale purposes; and (iii) plaques or markers or other type of designation erected or affixed on the property awarded by federal, state, or municipal government or a civic association.

2.04 Construction. An Owner and any other person or entity engaged in the construction and sale of Residences on any of the Property shall have the right, during the construction and sales period, to construct and maintain, on a temporary basis, such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas and model units.

2.05 New Construction. Subject to the provisions of Article 2, Section 2.01 herein, all new construction on any of the Property, whether as an addition to an existing structure or otherwise, constituting in excess of one story shall be a minimum of two feet from the side property lines, and no structure shall exceed 33 feet in height. All single family residences facing (having a primary entry or entry steps facing a given street) a "primary street" (one having a named street designation, and bearing North-South) shall have a 48 foot setback from the center of the street to the first entry step from the street or front wall of the structure, whichever is closer.

OPTION 1: All single family residences facing a "side street" (one having a numerical street designation and bearing East-West), shall have a _____ foot setback from the center of the street to the first entry step from the street or front wall of the structure whichever is closer. OPTION 2: Any single family residences facing a "side street" (one having a numbered street designation and bearing East-West) shall not be subject to the set back provisions herein.

2.06 Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

ARTICLE THREE General Provisions

3.01 Enforcement. Any Owner or owners of property restricted herein, jointly or severally and/or The Houston Heights Association, a Texas nonprofit corporation (the "Association"), its successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Agreement against any property reflected hereby. If restrictions are enforced exclusively by the Houston Heights Association, each owner, by his execution hereof, shall be deemed to have appointed the Association, its successors and assigns, as Agent and Attorney-in-Fact of such owner, to act in the place, stead, and on behalf of such owner in the enforcement of any restrictive covenant contained herein. Notwithstanding the foregoing, the Association shall not be required or obligated to bring any such claims or litigation or otherwise enforce the restrictive covenants herein contained or be joined in any such proceeding as a necessary party. Failure to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

3.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

3.03 Non-Conforming Use. All Owners expressly agree and acknowledge that as to any Property restricted hereby, any non-conforming use, legally and lawfully in existence as of the effective date hereof, which does not comply with the restrictions and covenants set forth herein, shall not be enforceable against the Owner of such Property whose non-conformance falls within the terms and provisions of this paragraph; provided, however, that upon the voluntary discontinuation of a non-conforming use or the abandonment or substantial destruction of the improvements located on the Property whereupon such non-conforming use existed, then in such event(s), these restrictions and covenants shall be of full force and effect and enforceable against such Owner and Property whereupon such non-conforming use existed, and such Owner shall

be prevented from re-establishing such non-conforming use after such abandonment, voluntary discontinuation, or substantial destruction of such improvements.

3.04 Duration and Amendment. The covenants, conditions and restrictions of this Agreement shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Owner of any Lot subject to this Agreement, and his/her/its respective legal representatives, heirs, successors and assigns (or The Houston Heights Association, as provided in Paragraph 3.01 herein), and unless amended or terminated as provided herein, shall be effective for a term of twenty (20) years from the date this Agreement is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Agreement may be amended or terminated during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots restricted hereby, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots restricted hereby. No amendment or termination shall be effective until recorded in the real Property Records of Harris County, Texas.

3.05 This instrument may be executed in multiple counterparts, all of which shall be considered but one and the same instrument.

3.06 This Agreement may be executed and filed of record in multiple originals, all of which, in the aggregate, shall be considered one and the same instrument for purposes of the enforcement or interpretation of any provision hereof.

EXECUTED by the undersigned Owners as of the dates of the respective acknowledgments shown on the attached sheets, and effective for all purposes as of the dates of such respective acknowledgments as to that portion of the Property owned by the undersigned persons, respectively.

Ret:

Richard Herdell
835 Columbia
Houston 77007

EXHIBIT "A"

165-66-2412

We, the undersigned property owners of Lots of portions thereof adjacent to COLUMBIA Street in Block(s) 280 and 281 of THE HOUSTON HEIGHTS, an addition to the City of Houston, according to the Map or Plat thereof recorded in Volume 1A, Page 114, of the Map Records of Harris County, Texas, wish to restrict the following described property in accordance with the terms set forth in the preceding document.

(5) LOT OWNERS	LOTS OWNED AND STREET ADDRESS
☒ <u>Frances P. James</u> Signature	Lot <u>17 & 18</u> , Block <u>281</u> , Name Printed: <u>FRANCES P. JAMES</u> ; Address: <u>620 Columbia</u> Date: <u>6/19/89</u>
☒ <u>Joseph W. Fusig, Jr.</u> Signature	Lot <u>15</u> , Block <u>281</u> , Name Printed: <u>Joseph W. Fusig, Jr.</u> ; Address: <u>610 Columbia</u> Date: <u>6/19/89</u>
☒ <u>Mrs. Joseph W. Fusig, Jr.</u> Signature	Lot <u>15</u> , Block <u>281</u> , Name Printed: <u>MRS Joseph W. Fusig Jr.</u> ; Address: <u>636 Columbia</u> Date: <u>6/19/89</u>
☒ <u>Craig Michael Sniffen</u> Signature	Lot <u>7 & 21</u> , Block <u>281</u> , Name Printed: <u>CRAIG MICHAEL SNIFFEN</u> ; Address: <u>629 Columbia</u> Date: <u>6/20/89</u>
☒ <u>James R. DePitts</u> Signature	Lot <u>5</u> , Block <u>280</u> , Name Printed: <u>JAMES R. DE PITTS</u> ; Address: <u>629 Columbia</u> Date: <u>6/20/89</u>
☒ <u>Katherine E. DePitts</u> Signature	Lot <u>5</u> , Block <u>280</u> , Name Printed: <u>KATHERINE E. DE PITTS</u> ; Address: <u>629 Columbia</u> Date: <u>6/20/89</u>
☒ <u>Joe Britt</u> Signature	Lot <u>6</u> , Block <u>280</u> , Name Printed: <u>JOE BRITT</u> ; Address: <u>625 Columbia</u> Date: <u>6/20/89</u>
☒ <u>Rebecca J. Davis</u> Signature	Lot <u>S-47-4 Ft lot 19</u> , Block <u>281</u> , Name Printed: <u>Rebecca J. Davis</u> ; Address: <u>626 Columbia</u> Date: <u>6/20/89</u>
☒ <u>James R. Arthur</u> Signature	Lot <u>1</u> , Block <u>280</u> , Name Printed: <u>JAMES R. ARTHUR</u> ; Address: <u>643 Columbia</u> Date: <u>6/20/89</u>
☒ <u>Nikolaos Andriotis</u> Signature	Lot <u>20 + N 20.6 ft lot 19</u> , Block <u>281</u> , Name Printed: <u>NIKOLAOS ANDRIOTIS</u> ; Address: <u>630 COLUMBIA</u> Date: <u>6/20/89</u>
☒ <u>Rosa Linda Andriotis</u> Signature	Lot <u>20 + N 20.6 ft lot 19</u> , Block <u>281</u> , Name Printed: <u>ROSA LINDA ANDRIOTIS</u> ; Address: <u>630 Columbia</u> Date: <u>6/20/89</u>
Name Printed: _____; Address: _____ Date: _____	

165-66-2413

[illegible]

165-66-2414

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of
JUNE, 1989, by JAMES R. Arthur

R. D. W. H. [Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of
JUNE, 1989, by JAMES R. De P.H.

R. D. W. H. [Signature]
Notary Public, State of Texas
RICHARD W. HERDELL
MY COMMISSION EXPIRES
May 24, 1992

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of
JUNE, 1989, by NILOLAOS Andriou

R. D. W. H. [Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of
JUNE, 1989, by Rosa Linda Andriou

R. D. W. H. [Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of
JUNE, 1989, by SAM BRADSHAW

R. D. W. H. [Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20th day of
JUNE, 1989, by Sallie Bradshaw

R. D. W. H. [Signature]
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of
_____, 1989, by _____

Notary Public, State of Texas

FILED
Dec 27 1 01 PM '89

Quita [Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

165-66-2415

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 19
JUNE, 1989, by FRANCES P. JAM

R. W. H.
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 19
JUNE, 1989, by Joseph W. Fusis, JR.

R. W. H.
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 19
JUNE, 1989, by MRS. Joseph W. Fusis

R. W. H.
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20
JUNE, 1989, by CRAG MICHAEL SWIFT

R. W. H.
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20
JUNE, 1989, by KATHERINE E. DE P.

R. W. H.
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20
JUNE, 1989, by JOE BRITT

R. W. H.
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 20
JUNE, 1989, by REBECCA J. DAVIS

R. W. H.
Notary Public, State of Texas

RECORDER'S 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. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

165-66-2416

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

DEC 27 1989



Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS

162-98-5412