

36303

COPY OF RESOLUTION

TO

DATED: May 28, 1941, ..
FILED: June 5, 1941,
at 3:05 P.M.

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- - - - - AT A MEETING of the Board of Trustees of the William M. Rice Institute for the advancement of Literature, Science and Art, hereinafter called "Seller", held in the office of said Board in Houston, Texas, on May ____, 1941, a quorum of the Trustees being present, the following Resolution was adopted by unanimous vote;

BE IT RESOLVED: That the reservations, restrictions and covenants hereinafter set out shall be and the same are made applicable to Glen Cove, Second Section, an Addition to the City of Houston, Harris County, Texas, being a part of Lot Two (2) of the Bringhurst Subdivision of the John Reinermann Survey, as shown by map of said Addition prepared by T. C. Edminster and recorded in Volume --- page --- of the Map Records of Harris County, Texas.

Reservations, Restrictions and Covenants. The land shown on said plat above referred to is hold and shall be conveyed subject to the reservations, restrictions and covenants herein set forth, to-wit:

(1) no part of said property shall ever be conveyed to, owned by or occupied by any person other than of the Caucasian race, but this shall not prohibit the occupancy of servant's quarters by bona fide servants of the owners or occupants of the main premises.

(2) The property shall be used for residential purposes only, and only one residence, together with the necessary garages, servants' quarters or other outhouses, limited to a one-family dwelling may be erected and maintained thereon. This shall not prevent a doctor or other professional man from maintaining an office in the main residence if he resides therein.

This restriction, however, shall not apply to Lots Nos. Eighteen (18) and Nineteen (19) in Block Two (2), and One (1) Two (2) Nineteen (19) and Twenty (20) in Block Three (3), which shall be used for either business or residential purposes.

(3) No cottage of reasonable value of less than \$4,000, and no two-story house of a reasonable value of less than \$6,000.00 at the time of erection may be constructed on the property.

(4) No building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, or the side street, than the front building limit line or the side building limit line of the lot or lots on which such buildings may be erected, as shown on said plat. No building shall be erected on any lot nearer than five feet to any side property line. This covenant shall not apply to garages located on the rear of a lot. The word "Building" as used herein shall include galleries, porches, porte cocheres, but does not apply to entrance steps.

(5) Every residence erected on any building site shall front on the street on which said site fronts, provided, however, that seller, in the deed to any corner lot or at any time with the consent in writing of the holder of the fee simple title thereto, may designate a frontage on a different street than the one upon which such lot fronts as herein set forth. A corner lot shall be deemed to front on the street on which it has its smaller dimension, with the exception of Lot One (1), in Block Four (4) which shall front on Taggart Street.

(6) All garages, barns, servants' house and other such buildings shall be constructed (except where built as a part of and connected to the main residence) in the rear of the residence.

(7) No billboards or advertising boards or structures shall be constructed or maintained on any lot, except that signs or billboards advertising the rental or sale of such property are permitted provided they do not exceed five square feet in size. This shall not prohibit doctors or professional men from exposing name cards with office hours.

(8) No building, fence, wall or other structure shall be commenced, erected or maintained, or shall any addition thereto or change or alteration therein be made until plans and specifications, color scheme, plot plans and grading plans thereof, or information satisfactory to Seller, shall have been submitted to and approved in writing by Seller, and a copy thereof as finally approved lodged with Seller.

(9) Seller reserves to himself, successors and assigns the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained, in and on areas indicated on the plat as "Easements" sewer or other pipe lines, conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access any time to the same for the purpose of repair and maintenance. Said easement shall not be obstructed by buildings, fences, shrubs, or trees.

(10) No fence, hedge or wall, except with Seller's consent in writing, shall be erected or maintained on any building site nearer a front street than the front building limit line of said building site as shown on said plat.

(11) No livestock of any kind shall be kept or raised on said lots nor shall livestock be staked or pastured on any vacant lot.

(12) All of the restrictions herein set forth shall continue and be binding upon Seller and upon its successors and assigns for a period of 35 years from May 31, 1941, and shall automatically be continued thereafter for successive periods of 15 years; provided, however, that the Owners of the fee simple title

to the lots having more than 50% of the front foot of the lots shown on said plat may release all of the lots hereby restricted from any one or more of said restrictions or may release any lot from any restriction created by deed from Soller, at the end of the first 35 years, or of any successive 15 years period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing same for record in the office of the County Clerk of Harris County, Texas, at least 5 years prior to the expiration of this first 35 year period or any 15 year period thereafter.

(13) The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owners of said lots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect to breaches committed during its, his, or their seizure or of title to said land, and the owner or owners of any of the above land shall have the right to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted, and failure of Soller or the owner or owners of any other lot or lots shown on said plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do so thereafter.

THE STATE OF TEXAS |
COUNTY OF HARRIS |

We, J. T. Scott, Vice-President and C. A. Dwyer, Assistant Secretary, respectively, of William M. Rice Institute for the Advancement of Literature, Science and Art, do hereby certify that the above and foregoing is a true and correct copy of a resolution unanimously adopted at a regular meeting of the Board of Trustees of William M. Rice Institute for the Advancement of Literature, Science and Art held at the office of the corporation in the City of Houston, Harris County, Texas, on May 28th, 1941, at which meeting a quorum of Trustees was present and voting.

WITNESS our hands under the seal of the Corporation this 28th day of May, A.D. 1941.

C. A. Dwyer, Assistant Secretary (Seal) J. T. Scott, Vice-President,

SWORN to and subscribed before me, the undersigned authority, by J. T. Scott, and C. A. Dwyer, on this 29th day of May, A.D. 1941.

(Seal)

Inez Buvens, Notary Public,
in and for Harris County, Texas.

Cont'd.....

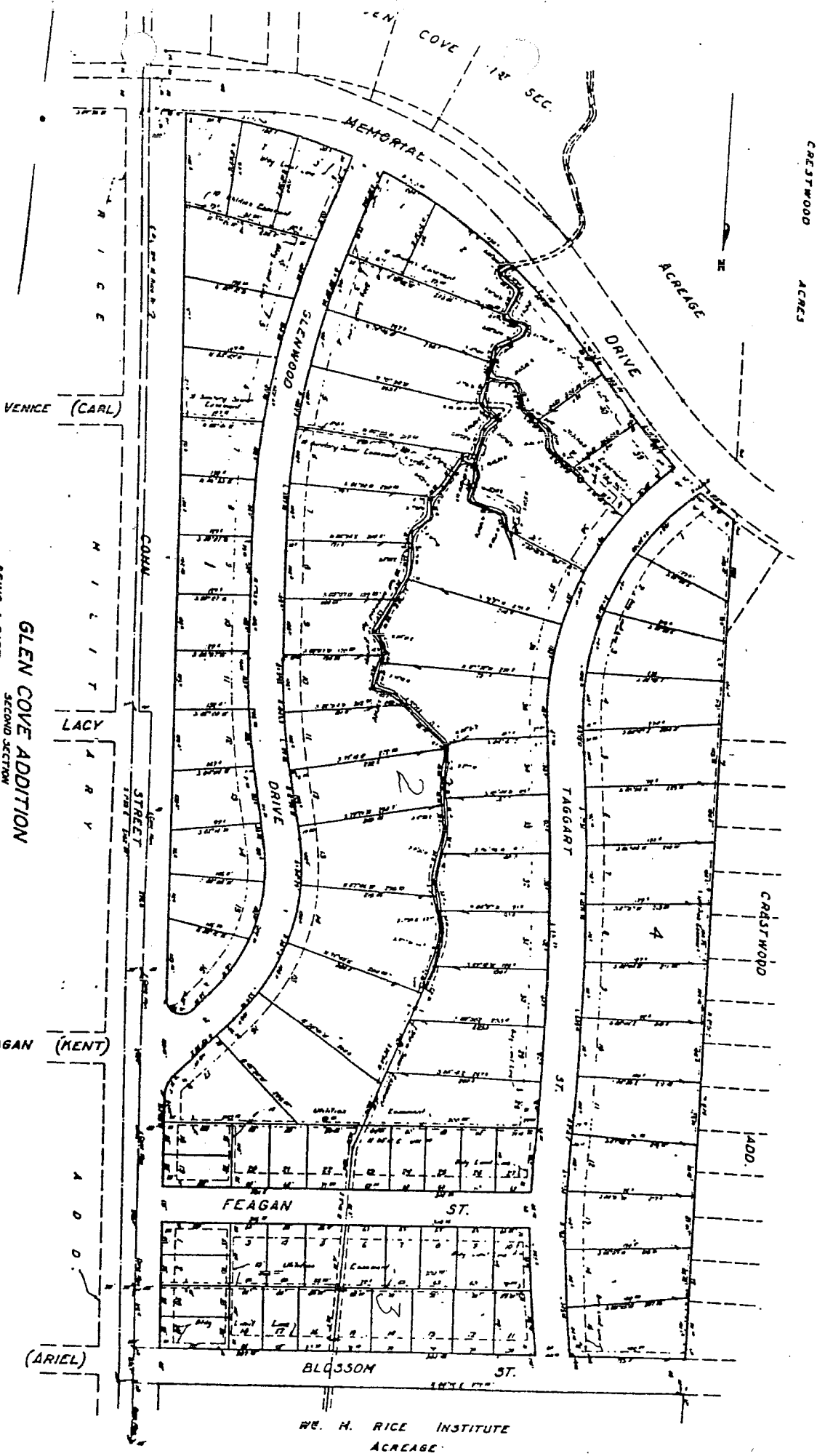
VOL 1196 PAGE 138 D. D RECORDS,
CONT'D # 4;
THE STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. T. Scott, Vice-President and C. A. Dwyer, Assistant Secretary, respectively, of William M. Rice Institute for the Advancement of Literature, Science and Art, a corporation known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN under my hand and seal of office, on this 29th day of May, A.D. 1941.

(Seal)

Inez Buvens, Notary Public,
in and for Harris County, Texas.



CRESTWOOD
ACRES

CRESTWOOD

ADD.

RE. H. RICE INSTITUTE
ACREAGE

VENICE (CARL)

LACY

FEAGAN (KENT)

GLEN COVE ADDITION

BEING A PART OF LOT 2 DRINGHURST SUBDIVISION
 JOHN HEINERMAN SURVEY
 HOUSTON, HARRIS COUNTY, TEXAS.
 Scale: 1"=400'

E. C. BRUNNEN
 ENGINEER

PLAT NO. 12 MAP NO. 100