

LENICOR 171

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VOL. PAGE
316890

WILLIAM M. RICE INSTITUTE FOR
THE ADVANCEMENT OF LITERATURE,
SCIENCE AND ART

DEED

TO

DATED: November 1, 1945
FILED: April 8, 1946
at 2:00 P. M.

J. A. BROWN

THE STATE OF TEXAS:
COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS: That William M. Rice Institute for the Advancement of Literature, Science and Art, and in consideration of the sum of Ten Dollars (\$10) cash to it in hand paid by J. A. Brown, and the further considerations hereinafter recited, has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto said J. A. Brown of Harris County, Texas, the following described property lying in the City of Houston, Harris County, Texas, to-wit:

Nineteen (19) or more acres of land out of that certain tract conveyed by Guardian Trust Company, Executor and Trustee of the Estate of Benjamin Andrews, Deceased, et al, to William M. Rice Institute for the Advancement of Literature, Science and Art by deed dated June 1, 1939, and recorded in Volume 1128, page 733, of the Deed Records of Harris County, Texas, the tract herein conveyed being all of the portion of that said property lying north of Blossom Street, and for metes and bounds description BEGIN at the intersection of the north line of Blossom Street with the center line of Cohn Avenue;

THENCE continuing with the center line of Cohn Avenue North 1 deg. 52 min. West approximately 896.95 feet to an iron pipe in the center of Cohn Avenue 373.6 feet South of the South line of Washington Avenue;

THENCE North 89 deg. 56 min. West at 30 feet a concrete monument and in all 942.2 feet to a 3/4 inch rod, said rod being in the east line of the Memorial School tract and being also 200 feet south of the south line of Acres Street;

THENCE South 0 deg. 1 min. West a distance of 927.7 feet to a pipe on the north side of Blossom Street for corner;

THENCE East with the North line of Blossom Street a distance of 972.5 feet, more or less, to the center line of Cohn Avenue, the place of beginning;

This property, however, being subject to the easement of the public in the part of Cohn Avenue hereby conveyed and subject to the existing easement for storm sewer running from the north side of the property in a southerly direction across the property.

Cont'd . . .

NEALE STEVENS ASSOCIATES

1115 BARKDULL

1

HOUSTON, TEXAS 77006

TO HAVE AND TO HOLD the above described property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said J. A. Brown, his heirs and assigns, forever; and grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

As part of the consideration for this conveyance grantee has executed and delivered to grantor his one certain promissory note for Fourteen Thousand Two Hundred Seventy-six and 25/100 Dollars (\$14,276.25) of even date herewith payable to the order of William W. Rice Institute for the Advancement of Literature, Science and Art at its office in the City of Houston, Harris County, Texas, bearing interest from its date until maturity at the rate of four per cent (4%) per annum, interest payable semi-annually, past due principal and interest, if any, bearing interest at the rate of ten per cent (10%) per annum and said note containing the usual accelerating maturity and ten per cent (10%) attorney's fees clauses, the principal on said note being payable Five Thousand Dollars (\$5,000) on November 1, 1946, Five Thousand Dollars (\$5,000) on November 1, 1947, and the balance on November 1, 1948.

The vendor's lien is herein retained against the above described property and premises until the above described note is paid in full according to its face, tenor, effect and reading, when this deed shall become absolute. Payment of said note is further secured by a deed of trust of even date herewith from the maker to A. H. Fulbright, Trustee.

The above described property is nevertheless conveyed by grantor and accepted by grantee subject to a restriction against sale to or use or occupancy by any person other than of the Caucasian race and this shall be a covenant running with the soil, but this shall not prohibit the occupancy of servants' quarters by bona fide servants of the owners or occupants of the main premises.

The portion of the property hereby conveyed fronting on Blossom Street and running back in a northerly direction one hundred (100) feet (except the corner fronting on Cohn Avenue and extending back not more than one hundred fifty (150) feet on Blossom Street) may not be used for business or industrial purposes, and in the event same is used or occupied it shall be occupied for residence purposes only with single family residences to cost not less than Four Thousand Dollars (\$4,000) for a one-story house and not less than Six Thousand Dollars (\$6,000) for a two-story house. This shall not prevent doctors or other professional men from maintaining their offices in the main residence used or occupied by such doctor or professional man as a home. No building or part of a building shall be erected and maintained on the tract fronting on Blossom Street. ~~REAL ESTATE ASSOCIATES~~ East 150 feet on

Blossom Street) nearer than twenty-five (25) feet from the front property line or nearer than five (5) feet from the side property lines, but this shall not apply to garages located on the rear of a lot and shall not apply to entrance steps, but to all other portions of the building.

All of the restrictions in the next and foregoing paragraph shall be covenants running with the soil and may be enforced by grantor or by any owner of property in the restricted area, and the restrictions shall continue and be in full force until May 31, 1976, and shall be continued automatically thereafter for successive periods of fifteen (15) years, provided, however, that the owners of the fee simple title to the lots having more than fifty per cent of the front footage of the lots in the restricted tract may release all of the lots from the restrictions on May 31, 1976, or on any successive fifteen-year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, filing same for record in the office of the County Clerk of Harris County, Texas, at least five (5) years prior to the termination date of the restrictions as they then exist.

EXECUTED this the 1st day of November, A. D. 1945.

William M. Rice Institute for
The Advancement of Literature,
Science and Art
By J. T. Scott, President

(Stamps Can. \$26.95)
(SEAL)

ATTEST: C. A. Dwyer, Assistant Secretary

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared John T. Scott, President of William M. Rice Institute for the Advancement of Literature, Science and Art, a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 7th day of November, A. D. 1945.

Inez Buvens, Notary Public in
and for Harris County, Texas.
My Commission Expires 6-1/47
(SEAL)

- - - - -

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VOL. PAGE
316891

WILLIAM M. RICE INSTITUTE FOR
THE ADVANCEMENT OF LITERATURE,
SCIENCE AND ART

RELEASE

TO

DATED: April 4, 1946
FILED: April 8, 1946
at 2:00 P. M.

J. A. BROWN

THE STATE OF TEXAS:
COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS: That William M. Rice Institute for the Advancement of Literature, Science and Art, a Texas corporation domiciled in Houston, Harris County, Texas, for and in consideration of the full, complete and final payment to it of that one certain promissory note for Fourteen Thousand Two Hundred Seventy-Six and 25/100 Dollars (\$14,276.25) dated November 1, 1945, executed by J. A. Brown, payable to the order of William M. Rice Institute for the Advancement of Literature, Science and Art, at Houston, Texas, which note was given in part payment of the purchase price for the following described property, to-wit:

Nineteen (19) or more acres of land out of that certain tract conveyed by Guardian Trust Company, Executor and Trustee of the Estate of Benjamin Andrews, deceased, et al, to William M. Rice Institute for the Advancement of Literature, Science and Art by deed dated June 1, 1939, and recorded in Volume 1128, page 733, of the Deed Records of Harris County, Texas, the tract herein conveyed being all of the portion of that said property lying north of Blossom Street, in the City of Houston, Harris County, Texas, as is more fully shown by deed from William M. Rice Institute for the Advancement of Literature, Science and Art to J. A. Brown, of even date therewith, filed for record in the office of the County Clerk of Harris County, Texas, under County Clerk's file No.316890 reference to which and the record thereof is here made for a more particular description of the above property and for all other purposes, does hereby release said property from the Vendor's lien retained in said deed, as also from the deed of trust of even date therewith given by the Maker to A. H. Fulbright, Trustee, as additional security for the payment of said note, and does hereby declare said note fully paid and all liens against said property securing the payment thereof fully released and extinguished.

EXECUTED this 4th day of April, A. D., 1946.

William M. Rice Institute for
The Advancement of Literature,
Science and Art

(SEAL)
ATTEST:
By Harry C. Hanszen, President
G. A. Dwyer, Assistant Secretary

NEALE STEVENS ASSOCIATES

1115 BARKDULL
HOUSTON, TEXAS 77006

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared Harry C. Hanszen, President of William M. Rice Institute for the Advancement of Literature, Science and Art, a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 4th day of April, A. D., 1946.

(SEAL)

Inez Buvens, Notary Public in
and for Harris County, Texas
My Commission Expires 6-1-47

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HOUSTON, TEXAS 77006

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VOL. PAGE

GLEN COVE THIRD SECTION

#518121

DEDICATION

DATED: April 5, 1946
FILED: April 11, 1946
at 4:00 P. M.

STATE OF TEXAS:
COUNTY OF HARRIS:

I, J. A. Brown, owner of the property subdivided in the above and foregoing map of "Glen Cove 3rd Section" do hereby make subdivision of said property, according to the lines, streets, lots, building lines and easements therein shown, and designate said subdivision as "Glen Cove 3rd Section", being a part of lot 2, Bringhurst subdivision of John Reinermann Survey, Harris County, Texas, and dedicate to public use as such the streets, alleys, parks and easements shown thereon forever and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades and do hereby bind myself, my heirs and assigns to warrant and forever defend the title to the land so dedicated.

Witness my hand in Houston, Harris County, Texas, this
5th day of April 1946.

J. A. Brown

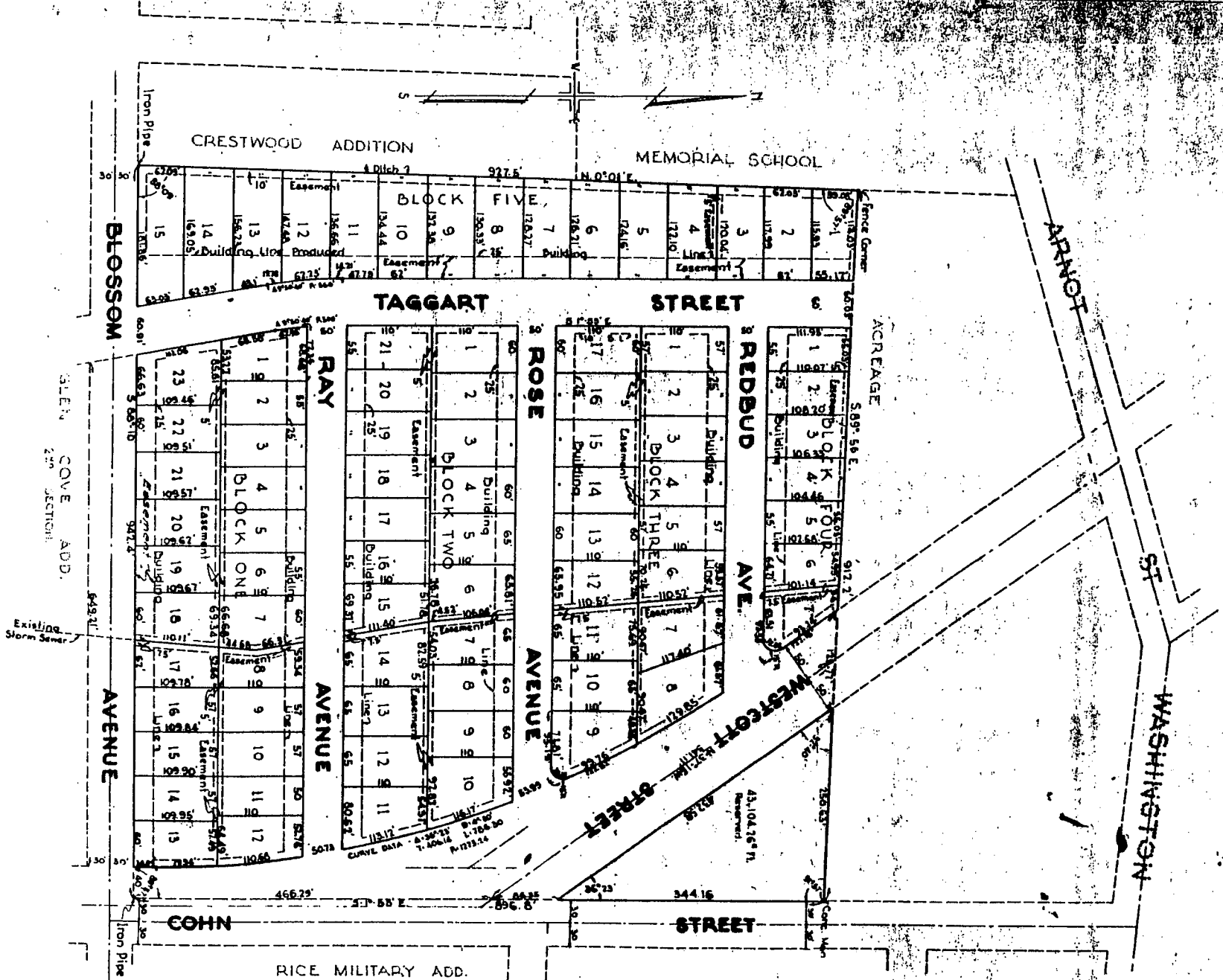
STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared J. A. Brown, 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 set forth.

GIVEN under my hand and seal of office this 5th day of
April 1946.

W. H. Bobbitt, Notary Public
In and for Harris County, Texas.
(SEAL)

NEALE STEVENS ASSOCIATES
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 1115 BARKDULL
 HOUSTON, TEXAS 77006

GLEN COVE
 SEE SECTION

BEING A PART OF LOT 2 BRINGHURST, SUB.
 DIVISION OF JOHN REINERMANN SURVEY
 CITY OF HOUSTON, COUNTY OF HARRIS,
 TEXAS
 K.T. Edminster, Surveyor

Scale: 1" = 100'

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VOL. PAGE

J. A. BROWN

#338687

RIGHT-OF-WAY

TO

DATED: May 15, 1946
FILED: June 21, 1946
at 2:20 P. M.

HOUSTON LIGHTING AND POWER CO.

STATE OF TEXAS:
COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS: That I, J. A. Brown and of Harris County, Texas, for and in consideration of One Dollar (\$1.00) to me in hand paid by Houston Lighting and Power Company, have, and by these presents do grant unto Houston Lighting and Power Company, its successors and assigns a right-of-way for distribution lines, consisting of wires, poles and other necessary equipment across and over the following described lands located in Harris County, Texas;

Blocks No. 1, 2, 3, 4, and 5 in Glen Cove Third Section, as per map having Harris County Clerk's File No. 318121.

The easement herein granted is described as follows:

(a) An unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upward, located on both sides of a 10-ft dedicated easement in said Blocks No. 1, 2, and 3.

(b) A 5-ft unobstructed aerial easement from a plane 20 feet above the ground upward, located east of and adjacent to the 10-ft dedicated easement across said Block 5.

(c) An unobstructed easement 10 feet wide from the ground upward, across the northerly end of Block No. 5 and across the northerly side of Block 4, and an unobstructed aerial easement 5-ft wide from a plane 20-ft above the ground upward, located south of and adjacent to said 10-ft wide easement. together with the rights of ingress and egress to or from said right-of-way for the purpose of constructing, inspecting, repairing, maintaining, and removing said lines.

WITNESS my hand this 15th day of May, 1946.

J. A. Brown

Sealed and delivered in the presence of: J. L. Carter.

NEALE STEVENS ASSOCIATES

1115 BARKDULL

HOUSTON, TEXAS 77006

Cont'd . . .

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STATE OF TEXAS:
HARRIS COUNTY:

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared J. A. Brown 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 21st day of May, A. D. 1946.

(SEAL)

Dorothy Huskey, Notary Public,
Harris County, Texas.

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1115 BARKDULL
HOUSTON, TEXAS 77006

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VOL. PAGE

JOSEPH ALLEINE BROWN

#338389

TO

AFFIDAVIT

DATED: June 12, 1946
FILED: June 20, 1946
at 3:30 P. M.

THE PUBLIC

STATE OF TEXAS:
COUNTY OF HARRIS:

Joseph Alleine Brown, being duly sworn, on
oath says:

My correct, full name is Joseph alleine Brown. I reside in Houston, Harris County, Texas; my wife's name is Louise Z. Brown; our son and only child is Hart Brown and he resides in Houston, Harris County, Texas. I am the same person who, in November, 1945, acquired from William M. Rice Institute for the Advancement of Literature, Science and Art (hereinafter called Rice Institute), at Houston, Texas, 19 acre or more of land in the City of Houston, Texas, situated in the John Reinerman Survey in Harris County, Texas, the deed to me from said Rice Institute being dated November 1, 1945, filed for record April 8, 1945, in the office of the County Clerk of Harris County, Texas, under County Clerk's File No. 316891.

I am not the J. Brown named as a defendant in Cause No. 41.719 on the docket of the County Court at Law in Harris County, Texas, styled Houston Lighting & Power Co., Plaintiff, vs. J. Brown, Defendant, wherein judgment against J. Brown was rendered on the 4th day of January, 1938, abstract of which judgment is of record in Vol. 65, page 582 of the Abstract of Judgment Records of Harris County, Texas.

I am not the J. A. Brown named as a defendant in Cause No. 93441-E on the docket of the District Court of the 101st Judicial District of Texas, styled American Type Founders Co., Plaintiff vs. Kesseler & Brown, a co-partnership composed of F. A. Kesseler and J. A. Brown and F. A. Kesseler and J. A. Brown, as individuals and as co-partners, Defendants, wherein judgment against Kesseler & Brown, a co-partnership composed of F. A. Kesseler and J. A. Brown, and F. A. Kesseler and J. A. Brown, as individuals and as co-partners, was rendered on the 9th day of October, 1931, abstract of which judgment is of record in Volume 55, page 316 of the Abstract of Judgment Records of Harris County, Texas.

NEALE STEVENS ASSOCIATES
1115 BARKDULL
HOUSTON, TEXAS 77006

Cont'd . . .

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Cont'd#2

I am not the J. Brown named as a defendant in Cause No. 52774 on the docket of the Justice Court, Precinct No. 1 in Harris County, Texas, styled Mobas Window Shade Co., Plaintiff, v. J. Brown, defendant, wherein judgment against J. Brown was rendered on the 14th day of December, 1931, abstract of which judgment is of record in Volume 53, page 409, of the Abstract of Judgment Records of Harris County, Texas.

I am not the J. A. Brown named as a defendant in Cause No. 53190 on the docket of the Justice Court, Precinct No. 1, in Harris County, Texas, styled Wm. A. Force & Co. Inc , plaintiffs, v. Kessler & Brown, a partnership composed of F. A. Kessler and J. A. Brown, jointly and severally, defendants, wherein judgment against Kessler & Brown was rendered on the 15th day of October, 1931, abstract of which judgment is of record in Volume 53, page 199 of the Abstract of Judgment Records of Harris County, Texas.

I am not the J. A. Brown named as a defendant in Cause No. 53500 on the docket of the Justice Court, Precinct No. 1 in Harris County, Texas, styled The Dartnell Corporation, plaintiff, v. F. A. Kessler, et al, defendants, wherein judgment against J. A. Brown and F. A. Kessler, individually and as a partnership doing business as Kessler and Brown was rendered on the 15th day of October, 1931, abstract of which judgment is of record in Volume 53, page 320 of the Abstract of Judgment Records of Harris County, Texas.

I am not the J. A. Brown named as a defendant in Cause No. 54225 on the docket of the Justice Court, Precinct No. 1, in Harris County, Texas, styled W. H. Teegarden, plaintiff, v. Kessler and Brown, a copartnership composed of F. A. Kessler and J. A. Brown, jointly and severally, defendants, wherein judgment against Kessler & Brown, a copartnership composed of F. A. Kessler and J. A. Brown, jointly and severally, was rendered on the 3rd day of September, 1931, abstract of which judgment is of record in Volume 65, page 323 of the Abstract of Judgment Records of Harris County, Texas.

I am not the J. A. Brown named as a defendant in Cause No. 34,312 on the docket of the Justice Court, Precinct No.1, in Harris County, Texas, styled C. H. Lafferre, Plaintiff v. Kessler & Brown, defendants, wherein judgment against F. A. Kessler and J. A. Brown, composing the copartnership known and doing business under the name of Kessler and Brown, jointly and severally, was rendered on the 10th day of September, 1932, abstract of which judgment is of record in Volume 66, page 443 of the Abstract of Judgment Records of Harris County, Texas.

I am not the James A. Brown names as a defendant in Cause No. 49330 on the docket of the Justice Court, Precinct No. 1,
NEALE STEVENS ASSOCIATES

Cont'd
1115 BARKDULL
HOUSTON, TEXAS 77006

in Harris County, Texas, styled Southern Engraving Company, a corporation, Plaintiff, v. Kesseler & Brown, Defendants, wherein judgment against Kesseler & Brown, a partnership composed of Forest A. Kesseler and James A. Brown, jointly and severally, was rendered on the 17th day of January, 1930, abstract of which judgment is of record in Volume 47 page 317 of the Abstract of Judgment Records of Harris County, Texas.

I was born in Tampa, Florida January 31, 1874, but have been domiciled in Texas since 1880, though living in St. Louis, Missouri during the period January 1, 1927 to June 1, 1944, as was necessary in the discharge of my duties as Assistant Vice-President Traffic, of Missouri Pacific Lines (railroad) and (after October 1941) as Chief Traffic Officer for the Trustee operating Missouri Pacific Lines under control of the Federal Court at St. Louis, Missouri. I was retired from that position on June 1, 1944, and returned to my domicile in Houston, Texas, where I have resided at my present residence 3618 Burlington.

From 1880 to 1895, I resided at Austin, Texas. Since August 3, 1896, when I was employed by Missouri Kansas & Texas Railway treasury department in Dallas, Texas, until my retirement in 1944, I have been continually and exclusively employed and occupied in the service of one or another railroad. In June, 1897, from the MK&T at Dallas, I went to International & Great Northern Railroad Company at Palestine, Texas in freight traffic service; in 1903; I was transferred to a position (in freight traffic service of T&GN) in Dallas, Texas, from which, in the spring of 1907, I entered service (at Beaumont, Texas) of the lines then part of the Frisco system, later known as Gulf Coast Lines (New Orleans, Texas and Mexico and Beaumont Sour Lake & Western) and now Missouri Pacific Lines, my employment being in freight and passenger traffic department. From that position in Beaumont, about March 1, 1910, I came to Houston, Texas, as Assistant General Freight Agent of the (then) Trinity & Brazos Valley Railway which was then controlled by the Burlington and the Frisco-Rock Island systems; and on February 1, 1912, I left the T&BV to return to the Gulf Coast Lines (including New Orleans, Texas & Mexico, the Orange & Northwestern, the Beaumont, Sour Lake & Western and the St. Louis, Brownsville & Mexico railways) as General Freight Agent, later advancing to the position of Assistant Traffic Manager of the Gulf Coast Lines and International & Great Northern (all then included in the Missouri Pacific Lines) where I remained until January 1, 1927, when, as above stated, I went to St. Louis Missouri.

During all of the years of my employment in railroad service, as above detailed, all of my time was required in attention to my work in the positions stated - all of which were full-time employments; and I was never at any time, during the years 1896 to 1944, engaged in any other business or employment either alone

NEALE STEVENS ASSOCIATES

or in association with any other person; in particular, but without limiting the generality of the foregoing, I was never engaged in any form of printing or publishing business, either along or in partnership or association with F. A. Kesseler or any other person.

I have never had judgment rendered against me in any court, for any form of debt or obligation, either as principal or as surety.

Joseph Alleine Brown

SWORN to and subscribed, before me the undersigned authority on this 12th day of June, 1946.

(SEAL)

Dorothy Huskey, Notary Public,
Harris County, Texas.

NEALE STEVENS ASSOCIATES
1115 BARKDULL
HOUSTON, TEXAS 77006

STATE OF TEXAS
COUNTY OF HARRIS.

THIS IS TO CERTIFY: That the foregoing Abstract of Title of 13 pages, contains all of record or on file in the offices of the clerks of the County and District Courts of this County, relating to or affecting the title to the property described on the title page hereof, except such instruments as shown in Abstract No. 86866 made by this Company.

Examination of Abstracts of Judgments and Federal Tax Lien Records has been made as to the following names only:
William Rice Institute for the Advancement of Literature, Science and Art, J. A. Brown. . . .

NOTE: Abstracts of Judgments as set out in affidavit preceding not shown herein.

-Abstracter.

No search has been made as to Abstracts of Judgments or Federal Liens against any of the Grantors in any of the conveyances herein, filed subsequent to the filing date of such conveyances.

No examination has been made as to taxes, tax suits, assessments or conflicts,
HARRIS COUNTY ABSTRACT COMPANY,

BY *Frank J. Brooker*
Manager

Countersigned:

NEALE STEVENS ASSOCIATES
1115 BARKDULL
HOUSTON, TEXAS 77006

Shirley Martin
Abs tractor
HA

Houston, Texas
June 21, 1946 at 2:25 P.M.

#439778

DEED

RECORDED DEED RCDS. Vol. , Pg.

DATED: March 24, 1947

FILED: July 7, 1947, at 1:30 P. M.

FROM: J. A. Brown, et al
TO : John D. Townsend:
STATE OF TEXAS:
COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS: That we, J. A. Brown (whose full name is Joseph Alleine Brown and who is the same person named as grantee in deed from William M. Rice Institute for the Advancement of Literature, Science and Art, dated November 1, 1945, hereinafter mentioned), and John A. Lomax, Jr. (both of Harris County, Texas), for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, cash to us in hand paid by John D. Townsend, Jr. (also of Harris County, Texas), receipt of which is hereby acknowledged, have granted, sold and conveyed, and do hereby grant, sell and convey unto the said John D. Townsend, Jr. (subject, however, to the restrictions, easements, reservations and provisions hereinafter written) those certain tracts or parcels of land in Harris County, Texas, part of a tract of 19 acres, or more, of land (in the John Reinerman Survey) which was conveyed by William M. Rice Institute for the Advancement of Literature, Science and Art (hereinafter, for brevity designated as Rice Institute) by deed dated November 1, 1945, filed for record in the office of the County Clerk of Harris County, Texas, and now of record in volume 1440, page 79 of the Deed Records of said County (and now referred to for all purposes) the same being 49 lots in Glen Cove 3rd Section (as shown and delineated upon map of Glen Cove 3rd Section of record in the office of the County Clerk of Harris County, Texas, to which reference is now here made for all purposes), as follows, to-wit:

... other lots ...
IN BLOCK FIVE, 15 lots, numbered 1 to 15 (both inclusive), and being all lots in said block five.

TO HAVE AND TO HOLD the above conveyed property (subject, however to the restrictions, easements, reservations and provisions hereinafter written), together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said John D. Townsend, Jr., his heirs and assigns forever.

AND GRANTORS do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend the title to the property herein conveyed, unto the said John D. Townsend, Jr., his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, that no warranty, express or implied, is given against taxes for 1947 on the property conveyed, which taxes are expressly assumed by grantee, and this conveyance and the above warranty of title are made by grantors and accepted by grantee subject to such 1947 taxes.

PROVIDED, however, and grantee accepts this conveyance upon condition, that the above described property is conveyed by grantors, and title thereto is taken and shall be held by grantee and his heirs, assigns and/or other successors in title and interest, subject to the following and each of them, which shall be covenants and restrictions running with the soil, to-wit:

- 1. Said lots, collectively and severally, are conveyed subject to the easements, restrictions, reservations and conditions (but not to the purchase money lien) specified in the above mentioned deed from Rice Institute to J. A. Brown, dated November 1, 1945, insofar as the same are pertinent and applicable to said lots respectively; and
- 2. Said lots, collectively and respectively, are conveyed subject to an easement, five feet in width, across the back end of each

NEALE STEVENS ASSOCIATES
1115 BARKDULL
HOUSTON, TEXAS 77006

continued - - -

#439778
 continued page 2

of said lots, which is shown on the recorded plat of said Glen Cove 3rd section, and which is reserved for the installation of sewers, water lines, gas lines, electric current lines and/or other public utilities; and

3. Said lots, collectively and respectively, are conveyed subject to the following restrictions and provisions (which are hereby made covenants and restrictions running with said lots, respectively, and the title thereto, and are hereby designated as restrictions, conditions and provisions affecting all lots - but not the triangular parcel northeast of Westcott Street, and marked "Reserved" - in said Glen Cove 3rd Section) insofar as the same may be pertinent and applicable in respect of any and all lots in said subdivision, to-wit:

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.

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.

THE LAND shown in the recorded plat of the above referred to addition is held 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 the triangular parcel in the northeast corner of the subdivision on northeast side of Westcott Street, marked on the plat "Reserved"; provided further that lots 12 and 13 in block one, lots 10 and 11 in block two, and lots 7, 8, 9, 10 and 11 in block three, lots 6 and 7 in block four, may be used and occupied for dual family residences.

(3) No cottage of reasonable value of less than \$4,500 and no two-story house of a reasonable value of less than \$6,000 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 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 (5) 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, portecocheres, 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. A corner lot shall be deemed to front on the street on which it has the smaller dimension.

(6) 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

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they do not exceed five (5) square feet in size. This shall not prohibit doctors or professional men from exposing name cards with office hours thereon.

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

(8) Easements for utility installation and maintenance are reserved and dedicated as shown on the recorded plat. There is also dedicated to the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to and on both sides of all designated easements in this addition.

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

(10) All of the restrictions herein set forth shall continue and be binding upon the parties hereto and their respective successors and assigns for a period of thirty-five (35) years from March 1, 1946, and shall automatically be continued thereafter for successive periods of fifteen (15) years; provided, however, that the owners of the fee simple title to the lots having more than 50% of the front feet 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 this deed, at the end of the first thirty-five (35) years, or of any successive fifteen (15) year 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 five (5) years prior to the expiration of this first 35-year period or any 15-year period thereafter.

(11) The restrictions herein set forth shall run with the land and bind the present owner, his successors and assigns, and all parties claiming by, through or under him 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 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 Seller 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.

(12) 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.

(13) No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

JOHN A. LOMAX, JR., joins as grantor in execution of this deed in virtue of his ownership of an equitable interest in the property conveyed, arising out of and in consideration of money for that purpose furnished to and used by Joseph Alleine Brown in acquisition of said property from Rice Institute.

JOSEPH ALLEINE BROWN executes this instrument by subscribing

NEALE STEVENS ASSOCIATES
1115 BARKDULL
HOUSTON, TEXAS 77006

continued - - - -

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his usual and customary signature, to-wit, J. A. Brown.
WITNESS OUR HANDS, this 24 day of March, 1947.

J. A. Brown
John A. Lomax, Jr.

STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally
appeared J. A. Brown and John A. Lomax, Jr., both known to me to be the
persons whose names are subscribed to the foregoing instrument, and each
acknowledged to me that he executed the same for the purposes and con-
sideration therein expressed.

GIVEN under my hand and seal of office, this 24 day of March,
1947.

(SEAL) Dorothy Huskey, Notary Public,
Harris County, Texas.

(Stamps can. \$61.05)

Copied from original.

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#440591

RESTRICTIONS

RECORDED DEED RCDS VOL.

DATED : July 8, 1947

PG.

FROM : John D. Townsend, Jr., FILED: July 10, 1947 at 9.10 A.M.

TO : - - - - -

ADDITIONAL RESTRICTIONS ON BLOCKS TWO, THREE,
FOUR AND FIVE, OF GLEN COVE, 3RD SECTION.THE STATE OF TEXAS :
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS: That I, John D. Townsend, Jr., sole owner of Blocks Two, Three, Four and Five of Glen Cove, Section, a subdivision in Harris County, Texas, according to the map thereof recorded in the office of the County Clerk of Harris County, Texas, do hereby declare that said Blocks Two, Three, Four, and Five of Glen Cove 3rd Section shall be and are hereby made subject to the following restrictions, covenants and conditions, which are in addition to and cumulative of the restrictions, easements, reservations and conditions referred to or set forth in the deeds conveying such blocks to me:

1. The total floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet in a one story structure, nor less than 1200 feet in a one and one-half, two or two and one-half story structure.
2. No building or part thereof, shall be erected or maintained nearer than ten feet to the side street of any corner lot. This covenant shall not apply to garages or other outbuildings, if set back 70 feet or more from the front lot lines.
3. No building shall be erected, placed, or altered on any building plot in said Blocks, Two, Three, Four and Five of Glen Cove 3rd Section until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee compose of John D. Townsend, Jr., H. R. Christian and G.W. Offenburger, or their authorized representatives, for conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to property and building set back line. In case of the death of any member or members of said committee, the surviving members or member shall have authority to prove or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within thirty (30) days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until July 8th, 1952, at which time the record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records, their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.
4. All of the restrictions herein set forth shall continue and be binding upon the undersigned, his assigns, and successors, for a period of thirty-five (35) years from March 1st, 1946, and shall automatically be continued thereafter for successive periods of fifteen (15) years, provided, however, that the owners of the fee simple title to the

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NEALE STEVENS ASSOCIATES

1115 BARKDULL

HOUSTON TEXAS 77004

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lots having more than 50% of the front feet of the lots shown on said plat may release all of lots hereby restricted from any one or more of said restrictions or may release any lot from any restriction created by this instrument, at the end of the first thirty-five (35) years, or of any successive fifteen (15) year 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 five (5) years prior to the expiration of this first 35-year period or any 15-year period there-

5. The restrictions herein set forth shall run with the land and bind the present owner, his successors and assigns, and all parties claiming by, through, or under him 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 of 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 lot, or lots, shown on said plat to enforce any of the wrong done 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.

Executed this the 8th day of July, 1947.

John D. Townsend, Jr.,

THE STATE OF TEXAS:
COUNTY OF HARRIS :

Before me, the undersigned authority, personally appeared John D. Townsend, Jr., 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 of July, 1947. Given under my hand and seal of office, this the 8th day

(SEAL)
L.E. Frazier, Notary Public,
In and for Harris County, Texas.

Copied from original instrument

NEALE STEVENS ASSOCIATES
1115 BARKDULL
HOUSTON, TEXAS 77006