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RESTRICTIONS, COVENANTS AND CONDITIONS
BOLTON PLACE
A TOWNHOUSE SUBDIVISION

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PRESTON M. BOLTON and wife, PAULINE WELLS BOLTON, CURTISS BROWN and wife, LOVICE BROWN, WILLIAM M. PENA, all of Houston, Harris County, Texas, WALTER M. MISCHER CO., and AL-STAN BUILDING ENTERPRISES, INC., both being Texas corporations, own certain lot or lots, as their respective ownerships appear of record, which together constitute all of the lots and property in BOLTON PLACE, A TOWNHOUSE SUBDIVISION in the City of Houston, Harris County, Texas, according to the map or plat thereof recorded in Volume 124, Page 71 of the Map Records of Harris County, Texas, reference to which map or plat and said record thereof being hereby made for all purposes, which said Townhouse Subdivision consists of one (1) block which is numbered and designated as Block One (1) which contains twenty-eight (28) lots numbered One (1) through Twenty-eight (28), all of which lots and property in said subdivision shall be known and used as residential lots, excepting said Lot Fourteen (14) in Block One (1), which shall be used as a common swimming pool and recreational area, all as hereinafter more particularly provided; and

WHEREAS, said owners above named are desirous of placing and imposing a general and uniform plan or scheme of restrictions, easements, covenants and conditions upon and against all of the above mentioned lots and property in said BOLTON PLACE:

NOW, THEREFORE, the undersigned, PRESTON M. BOLTON and wife, PAULINE WELLS BOLTON, acting herein by and through their agent and attorney in fact WALTER M. MISCHER, CURTISS BROWN and wife, LOVICE BROWN, WILLIAM M. PENA, WALTER M. MISCHER CO., and AL-STAN BUILDING ENTERPRISES, INC., hereinafter jointly referred to as the "Present Owners", do hereby adopt, place and impose the following restrictions, easements, covenants and conditions, which shall be deemed to be covenants running with the land for the period of their duration, upon each and all of said lots and property situated in BOLTON PLACE, above described, except as otherwise stated herein; and if any of the restrictions covenants and conditions hereinafter set out shall be invalid or shall be held

100-39-2431

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1. COPY RETURN TO
AMERICAN TITLE & TRUST
HARRIS COUNTY ABSTRACT CO.
3RD FLOOR NIELS ESPERSON BLDG.
HOUSTON, TEXAS 77002
#174118

invalid by the final judgment or order of any court of competent jurisdiction, or if any of them shall not be legally enforceable for any reasons, the remaining restrictions, covenants and conditions shall not be affected or impaired thereby, but shall remain in full force and effect; and it is agreed that all persons or parties claiming or having any interest in any of said lots or property in said BOLTON PLACE by, through or under present owners herein, their heirs, successors, executors and assigns, shall be bound by these restrictions, covenants and conditions, and the same shall be and remain in full force and effect until January 1, 2007, at which time said restrictions, covenants and conditions shall automatically be extended for successive periods of ten (10) years each, unless during any of said extended periods, after January 1, 2007, by duly recorded instruments signed and acknowledged by the then owners of a majority of the lots in said BOLTON PLACE, it is agreed to terminate said restrictions, covenants or conditions in whole or in part, provided, however, that any partial termination shall be applicable to all lots. If any person, firm or corporation shall violate or attempt to violate any of the restrictions, covenants or conditions hereinbelow set out, it shall be lawful for any person, firm or corporation owning or having any interest in any of the lots or property in said BOLTON PLACE to institute and prosecute any suit at law or in equity against the person or party violating or attempting to violate any of said restrictions, covenants or conditions, either to enjoin or prevent him or it from so doing or to recover damages or other dues or both.

Said restrictions, covenants and conditions constituting said uniform and general plan or scheme to govern the development, improvement, use and occupancy of each of said lots in said Townhouse Subdivision, known as BOLTON PLACE are as follows, to-wit:

(a) Each lot in BOLTON PLACE, but specifically excluding Lot 14 in Block 1, shall be used and occupied for residential purposes only, except as otherwise temporarily permitted in paragraph (c) below. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, apartments, apartment houses, and also to exclude commercial, business and/or professional uses whether from homes, residences or otherwise, and all of such excluded uses are hereby expressly prohibited.

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(b) Excepting said Lot 14 in Block I, no building shall be erected, altered or placed or permitted to remain on any lot other than one (1) single-family dwelling not to exceed three stories in height and a private garage for one (1) or more cars. This restriction shall not prevent the inclusion of one or two-story servant quarters in connection with the garage or the use of bonafide domestic servants, domiciled with an owner or tenant.

(c) Lot 14 in Block I shall be used as a swimming pool and recreational area as hereinafter more particularly provided for.

(d) No building shall be erected, placed or altered on any lot in this subdivision until two (2) sets of building plans, specifications and plot plans showing the location of such building and adjoining flower beds and sidewalks have been approved in writing as to conformity and harmony of external design with existing structures in this townhouse subdivision, by an Architectural Control Committee composed of WALTER M. MISCHER, MARVIN HENRY and JAMES N. TIPPS. In the event of the death or resignation of any member of said committee the remaining member or members of said committee shall have the full authority to pass upon said building plans, specifications and plot plan and to approve or disapprove the same, and said committee may designate a representative with like authority to act for it. In the event said Committee or its designated representative shall fail to approve or disapprove such plans, specifications or plot plan within thirty (30) days after such plans and specifications have been submitted to it, then such approval shall not be required, and this covenant will be deemed to have been complied with. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that are not in keeping with the construction requirements or architectural design or that might not be compatible with the existing designs or with the development of BOLTON PLACE, and any and all conditions or circumstances not covered herein shall be decided upon by the Architectural Control Committee, and its decision shall be final. Neither the members of such committee nor its designated representative shall be entitled to any compensation for service performed pursuant to the above provisions, and the duties and powers of such committee and its designated representatives shall continue

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until such time as all lots have been sold to individual homeowners, and by its own prerogative the Architectural Control Committee above designated shall then resign, and all of the powers, duties and functions of said Architectural Control Committee shall then pass to and be exercised by an Architectural Control Committee to be designated by the Property Owners Association of BOLTON PLACE.

(e) All building set-back lines are designated on said recorded Map or Plat of BOLTON PLACE, and these designated building lines shall be the only building lines that will be used in designing each and every residence unless otherwise designated or authorized by the Architectural Control Committee.

Each residence shall be constructed up to within one-half ($\frac{1}{2}$) inch of any side property line which adjoins another lot, except, however;

(1) That Present Owners, or their heirs, successors, executors or assigns, each as owner of adjoining lot or lots may build and construct a party wall on the dividing line between such lots, part of which party wall shall be on one lot and part on the adjoining lot, and such party wall shall be for the common and equal use and benefit of the improvements on each such lot, and therefore, each subsequent owner of each lot, and his heirs and assigns, shall have reciprocal easements upon and against the portion of the adjoining lot upon which a part of such party wall is situated for the preservation, upkeep and maintenance of such party wall, and neither owner of adjoining lots sharing a party wall shall remove, demolish, alter or relocate such party wall without the express consent of the other, which consent must be in writing, duly acknowledged and filed for record; and it is further stipulated and agreed that in case of any damage to or destruction of such party wall, or in case the same shall become in need of repairs for any reason whatsoever, then the cost of such repairs or restoration shall be borne equally between the respective owners of the lots served by such party wall. In case the improvements on either lot served by a party wall shall be torn down or removed, then the same shall be done without injury to the party wall, which party wall shall remain standing and in good condition, and in the event the person tearing down or removing any improvements shall in any manner damage said party wall,

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the same shall be repaired or restored at his sole cost and expense. Each original or subsequent purchaser of a lot affected or served by a party wall and his title shall be bound by and subject to the foregoing provisions whether or not set out in his contract or deed. By accepting a deed to any lot affected or served by a party wall, it shall be conclusively presumed that the purchaser of such lot had actual notice of such party wall and agreed to all of the provisions above set out, for himself, his heirs and assigns, whether or not he had actual notice or mention of such party wall was made in his contract or deed;

(2) That owners of adjoining lots may agree upon a common or party wall between their respective lots by written agreement duly executed, acknowledged and filed for record, but said common or party wall shall meet the requirements and specifications of the building code of the City of Houston, Texas, as well as all of the rules and regulations of said City or any of its departments applicable to the same. Such agreement for a common or party wall may be upon such terms and conditions as said owners may set out therein.

(3) Whenever a common or party wall is constructed as provided for in (1) or (2) above, then the hereinabove mentioned one-half (1/2) inch setback line may be disregarded.

(f) No windows or openings shall be permitted in the side walls or fences, except walls or fences on the street side of corner lots or those approved by the Architectural Control Committee. All side walls shall be of masonry design and steel and shall conform to the building code of the City of Houston, Texas, and where such wall shall be exposed the same shall be of finished masonry materials, which materials shall be of the same masonry, color, design and texture as the front of the house unless the Architectural Control Committee otherwise permits.

(g) Any lot or part thereof may be joined or combined with any adjoining lot or lots or part or parts thereof to constitute a single building plot on which a residence may be constructed, provided that the same shall be approved by the City Planning Commission or the Director of City Planning of the City of Houston, Texas, when application is made for a city building permit. The word "lot" or "building plot" as used in this instrument shall

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mean and include lots as originally platted as well as any and all building plots which may be formed or constituted in accordance with the provisions of this paragraph, and whenever a building plot is formed and constituted under the provisions of this paragraph the same shall be deemed to be a "lot" for all purposes of this instrument.

(h) All garages or carports shall be entered into from the alley at the rear of each lot.

(i) No residential structure shall be placed on a lot unless its living area consists of a minimum of 1,600 square feet.

(j) Easements for installation of utility and drainage facilities are reserved as shown on the above mentioned recorded map or plat of said townhouse subdivision.

(k) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become or be an annoyance to the neighborhood.

(l) The raising or keeping of hogs, horses, poultry, fowl, or other livestock on any property in this townhouse subdivision is strictly prohibited.

(m) No water well, septic system or cesspool shall be permitted.

(n) No spiritous, vinous, malt liquors or medicated bitters, capable of producing intoxication shall be sold or offered for sale on any lot in this townhouse subdivision, nor shall any other type or kind of business whatsoever be permitted thereon. No lot in this townhouse subdivision shall be used for any vicious, illegal or immoral purpose, nor for any purpose in violation of the laws of the State of Texas or the United States or in violation of police, health, sanitary, building or fire codes, or regulations or instructions relating to or affecting the use of an occupancy or possession of any said lots.

(o) No sign of any kind shall be displayed to the public view, except that one sign of not more than six (6) square feet may be used by builders to advertise the property for sale or rent during the construction and sales period.

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(p) No oil drilling, oil development operations or oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derricks or other structures designed for use in the boring for oil, natural gas or water shall be erected, maintained or permitted upon any lot.

(q) No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

(r) No boats or trailers may be parked in front or rear of any residence. No vehicle shall be permitted to park in the alleys, except for delivery of goods, removal of trash and debris, or other service or maintenance vehicles, all of which shall use the alleys for these purposes.

(s) No violation of any of these restrictions, covenants or conditions, shall affect or impair the rights of any Mortgagee, Trustee or Lienholder under any mortgage or deed of trust, or the rights of any assignee or any mortgagee, trustee or lienholder under any such mortgage or deed of trust.

(t) Each and every lot or building plot previously or hereafter sold by PRESTON M. BOLTON and wife, PAULINE WELLS BOLTON, or by and through their agent and attorney in fact WALTER M. MISCHER, to any purchaser, shall be automatically assessed and subjected to an annual maintenance charge as herein-after more particularly provided, it being the intent hereof that all lots and building plots in said BOLTON PLACE shall be assessed and subjected to said annual maintenance charge except that no lot or building plot shall be assessed or subjected to any maintenance charge while owned by PRESTON M. BOLTON and wife, PAULINE WELLS BOLTON. The amount of the annual maintenance charge assessment against each lot or building plot shall be \$10.00 for each front foot of said lot or building plot at its front property line. For example, if a lot or building plot is 40 feet wide at its front property line, then it shall be assessed at an annual maintenance charge of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS. The full amount of the annual maintenance charge shall be paid in advance on the 1st day of January, 1969, but as each lot or building

plot is sold, as above provided during any calendar year, the purchaser shall pay in advance a prorata part of said annual maintenance charge for the balance of the calendar year in which the sale is consummated, and on the 1st day of January next following he shall pay his full assessment for the ensuing calendar year. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of seven (7) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Said annual maintenance charge shall be paid to the Bolton Place Maintenance Fund, or to such representative organization firm or corporation as the hereinbefore mentioned Architectural Control Committee may designate from time to time. The payment of said annual maintenance charge shall be secured by a lien in the nature of a vendor's lien against the lots and building plots subjected to such charge in favor of the representative, organization, firm or corporation entitled to collect the same, who may enforce payment, for the use and benefit of all property owners in this townhouse subdivision, but such liens shall be subordinate, secondary and inferior and the same are hereby expressly subordinated and rendered secondary and inferior to any and all liens, present and future, which may be retained, given or created to secure the payment of any loan which is made to any purchaser by any lender for the purchase price, or any part of the purchase price, of any lot or building plot and/or for the improvement of any lot or building plot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to

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the holder thereof.

The Architectural Control Committee hereinabove mentioned, or any representative organization, firm or corporation designated by it to collect said annual maintenance charge, shall administer, control and expend all maintenance charges paid into said maintenance fund for the common use and benefit of the property owners in said BOLTON PLACE, and among other purposes said maintenance fund may be used, to the extent sufficient, to pay expenses for the upkeep, maintenance and operation of the swimming pool and recreational area on said Lot 14 in Block 1, for patrol service, for care and maintenance of grass and shrubs in front yards, for the installation of a sprinkler system in front yards, for operating gas lights in this subdivision, and for cutting grass in vacant lots. The good faith decisions and acts of said Architectural Control Committee or other administrator of said maintenance fund in the administration or expenditure of such funds shall be binding and conclusive on all parties at interest.

After a period of three years from the date of recording these restrictions a property owners association or civic club consisting of the individual owners of lots or building plots in BOLTON PLACE may be organized and after all residential lots or building plots in this townhouse subdivision have been sold to individual purchasers as above stated, but not before said three (3) year period, then such association or club or a committee or representative appointed by it may take over as custodian and administrator of said maintenance fund and shall collect, manage, control and expend the maintenance charges for the purposes hereinabove set out. The undersigned, through said Architectural Control Committee above named, may at their option transfer the collection and administration of said maintenance charges to said association or club prior to the time that all of said residential lots have been sold to individuals as above stated.

The annual maintenance charges may be adjusted from year to year by said Architectural Control Committee above named, or by the representative designated by it to administer said maintenance fund, or by the above mentioned association or club after it takes over the collection and administration of such charges, as in its or their judgment the needs of the property in this townhouse subdivision may require, but in no event shall the annual charges or assessment against any lot or building plot exceed \$10.00 per front foot per year, unless the individual owners of at least twenty (20) lots or building plots agree to increase the amount of the annual maintenance charge by an instrument in writing, to be

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signed, acknowledged and filed for record by such owners, and then only with the written consent of PRESTON M. BOLTON and wife, PAULINE WELLS BOLTON, or their agent and attorney in fact WALTER M. MISCHER, if they shall then own any residential lot or building plot in this subdivision which is for sale, but as above stated the lots owned by said PRESTON M. BOLTON and wife, PAULINE WELLS BOLTON, shall not be assessed or subjected to any maintenance charge while owned by them. After all residential lots in this subdivision have been sold by PRESTON M. BOLTON and wife, PAULINE WELLS BOLTON, or by their agent and attorney in fact WALTER M. MISCHER, to individual purchasers who are required to pay said annual maintenance charge, as above set out, then the amount of said annual maintenance charge may be increased as above stated without the consent of PRESTON M. BOLTON and wife, PAULINE WELLS BOLTON, or their agent and attorney in fact WALTER M. MISCHER. Whenever said annual maintenance charge shall be increased in accordance with the provisions of this paragraph, such increase shall be binding upon all property owners in said Bolton Place, whose lots are subjected to and who are required to pay the annual maintenance charge as hereinabove set out.

Said annual maintenance charge shall continue and be in full force and effect until January 1, 1983, and thereafter shall continue and be in effect for successive extended periods of five (5) years each, unless during any five-year extended period after January, 1983, the then owners of a simple majority of the residential lots or building plots in Bolton Place shall agree by written instrument duly signed, acknowledged and filed for record, to terminate and discontinue such maintenance charge.

CANCELLATION OF PRIOR RESTRICTIONS

It is the intent of Present Owners, as owners of all the lots in Bolton Place, as their respective ownerships appear of record, that the instrument of restrictions covering Bolton Place which was executed by PRESTON M. BOLTON ET AL on April 2, 1965, and recorded on May 11, 1965, under Clerk's File No. C086103 in Volume 5918 at Pages 287 through 299, Deed Records of Harris County, Texas, be cancelled, terminated, and rendered void and of no effect, and such instrument of restrictions is hereby cancelled, terminated, and rendered

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void and of no effect; and owners hereby ratify, confirm, and adopt the covenants of restrictions contained herein as superseding the prior instrument of restrictions which is cancelled hereby and further ratify, confirm and adopt the covenants of restrictions contained herein as having full force and effect.

EXECUTED this the 20th day of September, 1968.

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100-39-2441

Walter M. Mischer
WALTER M. MISCHER, agent and attorney
in fact acting for PRESTON M. BOLTON
and wife, PAULINE WELLS BOLTON

Lovice Brown
LOVICE BROWN

Curtiss Brown
CURTISS BROWN

William M. Pena
WILLIAM M. PENA

ATTEST:

Robert L. Broadway
Assistant Secretary

WALTER M. MISCHER CO.

BY: Walter M. Mischer
President

ATTEST:

Rose Martinez
Secretary

AL-STAN BUILDING ENTERPRISES, INC.

BY: Alvin B. Howard
President

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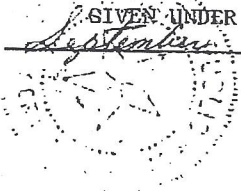
FILED
Court Clerk
Harris County, Texas

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared WALTER M. MISCHER, 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 and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of September, 1968.



Audrey Rosta
Notary Public in and for Harris County,
Texas

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THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared CURTISS 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 the 24 day of September, 1968.



Georgia J. Parche
Notary Public in and for Harris County,
Texas

100-39-2442

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared LOVICE BROWN, 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 the 24 day of September, 1968.



Georgia J. Parche
Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. PENA, 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 the 26th day of September, 1968.

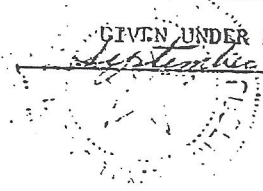


M. R. Wice
Notary Public in and for Harris County,
Texas
Notary Public in and for Harris County, Texas
My Comm. Expires 1-1-69

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared W. M. Mischer, known to me to be the person whose name is subscribed to the foregoing instrument, as President of WALTER M. MISCHER CO., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of September, 1968.



Sandra Rosta
Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Alan B. Beard, known to me to be the person whose name is subscribed to the foregoing instrument, as President of AL-STAN BUILDING ENTERPRISES, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 30th day of September, 1968.



Charles J. Jensen
Notary Public in and for Harris County,
Texas

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SUBORDINATION OF LIENHOLDERS

AMERICAN GENERAL INVESTMENT CORPORATION, WALTER M. MISCHER CO., AL-STAN BUILDING ENTERPRISES, INC., ~~TIMMANN BROOKER FOUNDATION~~, ALFRED C. SCHLOSSER, Agent for BUILDERS APPLIANCE AND SUPPLY COMPANY, and UNIVERSITY SAVINGS & LOAN ASSOCIATION, having their principal offices and places of business in the City of Houston, Harris County, Texas, being the owners and holders of certain liens and mortgages against lots or property in said Townhouse Subdivision known as BOLTON PLACE, as hereinabove more particularly described, as its liens and mortgages appear of record, as owners and holders of such liens and mortgages do hereby join in placing all of the above and foregoing restrictions, covenants and conditions upon and against the lots and property in said Townhouse Subdivision known as Bolton Place and do hereby agree that its liens and mortgages shall be subordinate to the same, except however, it is agreed and understood that the undersigned lienholders do not subordinate its said mortgage or liens to any lien of any kind created or retained to secure payment of the maintenance charges as provided for in the foregoing instrument, and that in the event the undersigned lienholders shall at any time acquire title to any lot or lots or property in said BOLTON PLACE by purchase at any foreclosure sale held pursuant to a foreclosure of its said mortgage or liens or by voluntary conveyance to it in lieu or to avoid foreclosure, then and in any such event the lots or property so acquired or purchased by the undersigned lienholders shall not be assessed or be subject to the maintenance charges provided for in the foregoing instrument while such lots or property are owned by the undersigned lienholders.

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EXECUTED this the 20th day of September, 1968.

ATTEST:

Ray Daniel
Secretary

AMERICAN GENERAL INVESTMENT CORPORATION *SR*

BY: HCP Boswell
Vice-President

ATTEST:

Elizabeth Brainerd
Assistant Secretary

WALTER M. MISCHER CO.

BY: Walter M. Mischer
President

ATTEST:

Rose Martinez
Asst. Secretary

AL-STAN BUILDING ENTERPRISES, INC.

BY: Al B. Howard
President

ATTEST:

Mary Withrow
Asst. Secretary

~~TIMMANN BROOKER FOUNDATION~~

BY: [Signature]
President

ATTEST:

William Stewart
Secretary

ALFRED C. SCHLOSSER (Agent for Builders Appliance and Supply Company)

UNIVERSITY SAVINGS & LOAN ASSOCIATION

BY: Richard M. Coffey
President

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared N. C. Russell, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice-President of AMERICAN GENERAL INVESTMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of September, 1968.



Katharine Hartley
Notary Public in and for Harris County,
Texas

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THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared W. M. Mischer, known to me to be the person whose name is subscribed to the foregoing instrument, as ~~Vice~~-President of WALTER M. MISCHER CO., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of September, 1968.



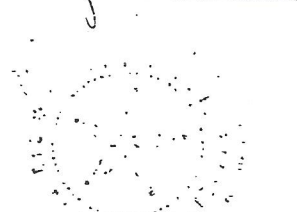
Sandra Rosta
Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared ALAN B. HOWARD, known to me to be the person whose name is subscribed to the foregoing instrument, as President of AL-STAN BUILDING ENTERPRISES, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of September, 1968.



Charlene Johnson
Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

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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, as _____ President of TILLMAN TROTTER FOUNDATION, a Texas non-profit corporation, and acknowledged to me that the executed the same for the purposes and consideration therein expressed, in the capacity stated therein, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1968.

Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared ALFRED C. SCHLOSSER, 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 and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of September, 1968.

Odella Stephenson
Notary Public in and for Harris County,
Texas

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Bernard M. Carter, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of UNIVERSITY SAVINGS & LOAN ASSOCIATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated therein, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of September, 1968.

William L. Wilkin
Notary Public in and for Harris County,
Texas

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

JAN - 3 1969



Robert Montford
COUNTY CLERK
HARRIS COUNTY, TEXAS

100-39-2446