

J378678

073-99-0964

PARTIAL RELEASE AND SUBSTITUTION OF RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

12/24/84 00060360 J378678 \$ 7.00

WHEREAS, a Declaration of Restrictive Covenants (the "Declaration"), dated September 29, 1967, executed by Jack F. Berry and wife Florence Berry (the "Owners"), imposed certain restrictive covenants and conditions on that 25.730 acre tract of land (the "Property"), known as Hereford Estates, Section II, an unrecorded subdivision in the Antone Schouten Survey, Harris County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto, said Declaration being recorded in Volume 6939, Page 160, of the Deed Records of Harris County, and

WHEREAS, the undersigned (the "Grantors"), being the sole owners of the Property desire to release certain of said restrictions and to add certain other restrictions,

Now Therefore, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors have released and discharged, and by these presents do hereby release and discharge in their entirety the restrictive covenants and conditions listed in Paragraphs (a), (b), (c), (f), (g), (h), (k), (l), (t), (u) and (v) (paragraph v consisting of two paragraphs) of the Declaration.

AND WHEREAS FURTHER, in consideration of the mutual benefits of protecting the value and desirability of the Property and the intent by Grantors to restrict the purposes for which the Property may be used, Grantors hereby declare that in substitution of the above released restrictions, said Property shall be subject to the following restrictions, covenants, conditions, permitted and prohibited uses, to-wit:

(1) The Property may be used for office, commercial, research, medical, distribution and residential purposes and services ancillary to such uses, including without limitation banks, savings associations, office buildings, retail stores, medical laboratories, motels, shopping centers, hospitals, medical or dental clinics, livery stables or riding academies, churches and church related activities, restaurants and garden-type apartments, high-rise apartments, townhouses, patio homes and single family detached residences for sale or for rent.

(2) No part of the Property shall be used for any industrial use or any use of property which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which is hazardous by reason of excessive danger of fire or explosion, including without limitation any steel mill, cement factory, junk or scrap metal yard, waste disposal site, metal stamping mill, or stockyard.

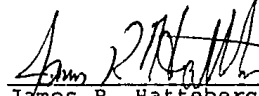
(3) No part of the Property shall be used for the purpose of sale, lease or exhibition of lewd films, lewd books or any other pornographic materials or for live lewd shows nor shall any part of the Property be used for any illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas or any of its subdivisions, or of the United States, or in violation of of police, health, sanitary, building or fire codes.

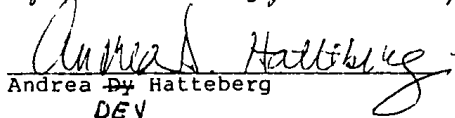
(4) No beer, wine, liquor or other intoxicating beverage shall be sold or offered for sale on the Property.

(5) Except as provided in the following sentence, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except as a pet or for the domestic use of the principal dwelling not to exceed two in number, provided that they are not kept, bred or maintained for any commercial purpose and no goats, swine, or other obnoxious animals shall be kept on any lot for any purpose whatsoever. The restrictions in the previous sentence shall not apply to horses.

The restrictions herein imposed upon the Property shall constitute covenants running with the land and shall be binding on and shall inure to the benefit of Grantors, their heirs, successors and assigns and all subsequent purchasers of said Property, or any part thereof, and each purchaser shall be subject to and bound by such restrictions, covenants and conditions as fully as if these restrictions were fully incorporated in the deed or other instrument under which they claim.

EXECUTED this 20 day of JAN., 1984.

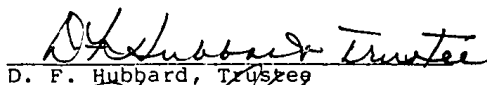

James R. Hatteberg


Andrea D. Hatteberg

DEY

River Oaks Financial Corporation

By: 


D. F. Hubbard, Trustee


J. Michael Kimbro, Trustee

073 99-0966

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of JANUARY, 1984, by James R. Hatteberg and wife Andrea DEY Hatteberg.



Norma Pryor
NOTARY PUBLIC in and for the
STATE OF TEXAS

My Commission Expires 8-20-84

NORMA PRYOR
Printed Name of Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of JANUARY, 1984, by Robert C. Howell, President of River Oaks Financial Corporation, a Texas corporation, on behalf of said corporation.



John D. Hughes
NOTARY PUBLIC in and for the
STATE OF TEXAS

My Commission Expires 10/31/84

JOHN D. HUGHES
Printed Name of Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of JANUARY, 1984, by D. F. Hubbard, as Trustee, and J. Michael Kimbro, as trustee.



Norma Pryor
NOTARY PUBLIC in and for the
STATE OF TEXAS

My Commission Expires 8-20-84

NORMA PRYOR
Printed Name of Notary Public

Return To:

JOHN D. HUGHES
HUGHES, WATERS, ASKEW & REDFORD
1 ALLEN CENTER SUITE 1600
HOUSTON, TEXAS 77002

FILED
FEB 20 3 45 PM 1984
Doris H. Redford
COUNTY CLERK
HARRIS COUNTY, TEXAS

073 99-0967

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

FEB 20 1984



Quita L. Lohman

COUNTY CLERK,
HARRIS COUNTY, TEXAS