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RESTRICTIONS APPLYING TO

KIRKWOOD

SECTION THREE

1968 AUG 14 AM 10 21

RECORDED
INDEXED
AUG 14 1968

THE STATE OF TEXAS ◊
COUNTY OF HARRIS ◊

KNOW ALL MEN BY THESE PRESENTS, that DEPA LAND COMPANY, a Texas Corporation, owner of the lands and premises hereinafter described, for the purpose of evidencing and setting forth a substantially uniform plan of development which it has adopted for such lands and premises, does hereby covenant and provide that DEPA LAND COMPANY, owner, as well as its successors and assigns, and all parties holding title, by, through and under it, shall hereinafter have and hold title to the following described lands and premises, to wit:

The lands, blocks and lots in Kirkwood, Section Three, a subdivision of a part of the Samuel D. Smith Survey, situated, lying and being within the limits of Harris County, Texas, in accordance with the map or plat of said subdivision approved by the Planning Commission of the City of Houston, and filed for record in the Office of the County Clerk of Harris County, Texas, on the 13th day of March, 1968, and recorded in Volume 152, Page 13 of Record of Maps for said County, reference being here made to the Map Records of said County for all purposes of description, said lands and premises being described more particularly as follows, to wit:

107

Lots Twelve (12) through Seventeen (17), both inclusive, in Block One (1).

Lots Seventeen (17) through Thirty (30), both inclusive, in Block Seven (7).

Lots One (1) through Seventeen (17), both inclusive, in Block Seventeen (17).

Lots Nineteen (19) through Thirty-Eight (38), both inclusive, in Block Eight (8).

Lots One (1) through Thirty (30), both inclusive, in Block Fifteen (15).

Lots One (1) through Twenty-two (22), both inclusive, in Block Sixteen (16).

Lot 18 (Eighteen). Block Ten (10)

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Lots One (1) and Two (2), Block twelve (12)

Lots Seven (7) through Twenty-three (23), both inclusive, in Block Eleven (11)

Lots One (1) through Twelve (12), both inclusive, in Block Thirteen (13)

Lots One (1) through Eleven (11), both inclusive, in Block Fourteen (14)

Subject to the following restrictions, reservations and covenants running with the land, which DEPA LAND CO., owner, agrees shall be binding upon and shall be observed by itself, its successors, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said subdivided and platted land above described.

PART A - RESIDENTIAL COVENANTS

1. No platted lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling of one, one and one-half and two stories in height and a private garage for not less than two cars nor more than three cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, as to location with respect to topography and finish grade elevations.

3. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1300 square feet for one-story dwellings, nor less than 900 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to an interior lot line except a detached garage or other permitted accessory building located seventy (70) feet or more from the front property line. No single family residence shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. No outbuildings on any residential lot shall exceed in height the dwelling to which they are appurtenant.

Every such outbuilding shall correspond to style and architecture to the dwelling to which it is appurtenant.

5. (A) None of said lots shall be resubdivided in any fashion except as hereinafter provided.

(B) Any persons owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements, as permitted in paragraphs numbered 3 and 4 above, on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

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6. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot, or building site, having an area of less than 6600 square feet.

7. All improvements in KIRKWOOD, SECTION THREE, shall be constructed on a residential lot so as to front the street upon which such lot faces. The Architectural Control Committee is granted the right to designate the direction in which the improvements in KIRKWOOD, SECTION THREE, on any corner residential lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate section.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither DEPA LAND CO. nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.

9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

11. No garage apartment for rental purposes shall be permitted on any residential lot. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.

12. Underground electric service shall be available to all lots in KIRKWOOD, SECTION THREE. The owner of each lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment of such cable (such point of attachment to be designated by the Electric Company) to Electric Company's installed transformers or energized secondary junction boxes. The Electric Company furnishing service shall make the necessary electrical connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the Electric Company furnishing service) for the location and installation of the meter of the Electric Company furnishing service to the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current.

13. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot. And no radio or television aerial wires or antennae shall be placed or maintained on any building on any residential lot to extend more than ten (10) feet above the roof of the main residence on said lot.

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15. Before the dwelling unit is completed, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb, two (2) feet from the lot boundary line(s) and shall extend to the projection of the lot boundary line(s) into the street right-of-way and/or street curbs at corner lots.

16. No oil drilling, oil development operations, 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 or in any lot. No derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

17. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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 and sanitary condition.

18. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

19. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

20. No fence, wall, or hedge shall be placed or permitted to remain on any of said lots in the area between any street adjoining same and the front building line. Further, no fence or wall shall be constructed that exceeds 6' (feet) in height unless prior approval is obtained from the Architectural Control Committee, hereinafter created.

21. No roof of any building shall be constructed or covered so that the exposed material is asphalt shingles or composition roofing material. This prohibition against composition roofing materials shall not prevent the use of a built up roof, the exposed material of which is crushed marble slag, or pea gravel.

PART B - ARCHITECTURAL COMMITTEE

No building shall be erected, placed or altered on any of said lots until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of O. H. CROSSWELL, W. F. BURGE, JR., and C. HAROLD WALLACE, or a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member, or members, shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the member so replaced. In the event said committee, or its designated representative, fails to approve or disapprove such design and location

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within thirty days after said plans and specifications have been submitted to it, or in any event, 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 and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the named committee and any designated representative or successor members shall, on January 1, 1971, pass to a committee of three owners of lots in KIRKWOOD, SECTION THREE, which such three lot owners shall be selected by a majority of lot owners in KIRKWOOD, SECTION THREE, PROVIDED HOWEVER, that until such selection is made by said majority of lot owners, the persons constituting said committee on said date shall continue to exercise such powers and duties until such selection is so made. Such selection may be made at any time, and from time to time after said date and during the duration of these restrictions. Such action by said majority of lot owners shall be evidenced by an appropriate written instrument, executed by such majority and filed for record in the Deed Records of Harris County, Texas.

PART C - THE KIRKWOOD COMMITTEE

At such time as ninety per cent (90%) of the lots in KIRKWOOD, SECTION THREE, be sold, the then owners may by vote, as hereinafter provided, appoint or elect a Committee of three members to be known as THE KIRKWOOD COMMITTEE. Each member of the Committee must be a lot owner in KIRKWOOD, SECTION THREE, or in a subsequent section of Kirkwood as hereinafter provided for. Each owner shall be entitled to one vote for each lot (or each homestead conforming to the provisions of Paragraph Five or the section hereof entitled "RESIDENTIAL COVENANTS" to which he then holds record title.)

DEPA LAND CO. (hereinafter referred to as DEPA) shall be obligated to arrange for the initial election of such Committee at such time (after the sale of ninety per cent (90%) of the lots as hereinbefore set out) as ten or more lot owners in KIRKWOOD SECTION III request in writing the call of such election. Thereafter, the Kirkwood Committee shall also be obliged to arrange for elections for the removal and/or replacement of Committee members when so requested in writing by fifty or more lot owners in Kirkwood. The Kirkwood Committee may also call such an election within its own discretion.

Such election (or any other election for the removal or replacement of Committee Members) shall be governed by the following: The Kirkwood Committee (or DEPA until such Committee is initially elected) shall serve written notice of such election to each of the then lot owners in Kirkwood by addressing such notice by Registered or Certified Mail to the last known address of such owners at least two weeks prior to such election, therein apprising said owners of the time and place of such election. Posting of such Registered or Certified Notice shall be conclusively deemed to be notice. Votes of owners shall be evidenced by written ballots furnished by the Committee (or DEPA) and the Committee shall preserve said ballots for a period of not less than one year from date of said election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof. The result of such election shall be determined by the majority vote of those owners then voting. The appointment or election of the Committee and of any removal or replacement of members thereof shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then property owners voting in such election.

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The Kirkwood Committee, when created shall function as representatives of all of the property owners in Kirkwood to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of such Committee, and shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the maintenance fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.

Members of the Kirkwood Committee may, at any time, be relieved of their position and substitute members therefor appointed by vote, as above set out. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill the vacancy pending further action by the lot owners. Until such time as the Kirkwood Committee has been formed, as above provided for, DEPA specifically reserves unto itself, or anyone unto whom it may delegate such right, the right to act within the authority granted the Kirkwood Committee under these restrictions and covenants. Neither DEPA nor any member of the Kirkwood Committee shall ever be liable to any person, firm or corporation for any action taken with reference to the matters hereinbefore set out or for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditure of the maintenance Fund hereinafter provided for and the acceptance by any party of a deed to any lot in Kirkwood shall constitute such party's covenant and agreement that such liability shall not exist.

MAINTENANCE CHARGE

All tracts in said subdivision are hereby subjected to an annual maintenance charge for a period of 40 years, beginning October 1, 1968, for the purpose of creating a fund to be known as the "Maintenance Fund," to be paid by the owners of each and all of the lots, or permitted building sites in said subdivision, annually, in advance, upon the first day of October of each year, beginning October 1, 1968. Said Maintenance charge shall be \$30.00 per lot for any one year, and not exceed \$42.00 per lot any one year. The amount of said charge will be determined by the Kirkwood Committee during the 12 months period next preceding the due date of said charge. The maintenance charges levied by the Kirkwood Committee shall be paid to the Kirkwood Committee, and shall be held by it in trust and used for the benefit of all owners in Kirkwood, and such sum may be expended by the Kirkwood Committee for any purpose, which in its judgment, will be most effective in maintaining the property values in Kirkwood, including, but not by way of limitation, the lighting, improving and maintaining the streets and roads in Kirkwood, collecting and disposing of garbage, ashes, or other refuse in Kirkwood, employing policemen and/or watchmen, caring for vacant lots and trees thereon, fogging or spraying for control of mosquitoes and other insects, constructing and maintaining recreational facilities, and in doing any other thing necessary or desirable which, in the opinion of the Kirkwood Committee, will keep the property neat and presentable, or for any other purpose which the Committee considers will benefit the owners or occupants of property in Kirkwood.

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096-27-1353

DEPA agrees to pay the Maintenance Charge for all unsold lots in Kirkwood.

To secure the payment of said Maintenance Charge, a Vendor's Lien is retained against each lot in Kirkwood, PROVIDED HOWEVER, said Vendor's Lien is hereby made, and shall hereafter be, subordinate to the lien or liens of any bona fide lender who hereafter lends monies for the purchase of any lot in said addition, and/or for the construction and/or permanent financing of any improvements on any such lot.

ADDITIONAL SECTIONS OF KIRKWOOD

It is contemplated that additional adjoining properties may be hereafter subdivided into one or more additional Sections in Kirkwood, to be known as Kirkwood, Section IV, Kirkwood Section V, etc. In this connection, it is also contemplated that such additional Section or Sections will, when so subdivided, be subjected to restrictive covenants comparable to these and specifically to a maintenance charge identical to the one herein established. It is therefore provided that the Kirkwood Committee herein created shall have jurisdiction over, and the right to levy, collect and enforce such maintenance charge on the lots in such additional Sections if and when same are created. It is further provided that whenever an election of members of the Kirkwood Committee is held after the date any additional Section of Kirkwood has been duly subdivided and subjected to said restrictions and maintenance charge, any lot owner in such additional Section which is in existence at the time of such election shall have equal voting rights with each and every owner in the subdivision covered by these restrictions and shall also have the right and privilege to be a candidate for, and eligible for membership on, the Kirkwood Committee. DEPA, however, specifically reserves the right to determine and prescribe the date upon which the maintenance charge upon lots in any additional Section shall become effective and begin to accrue annually. It shall also be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional Section thereby adopting the provisions of this instrument to the end that the restrictions and Maintenance Charge imposed upon all Sections be construed and administered collectively and in harmony with each other.

PART D - GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until August 10, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots. 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 estate 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 doing, or to recover damages or other dues for such violation.

DEPA LAND CO. V. GIBBS
NO. 7301 573

2. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 10 day of August, A. D. 1968.

DEPA LAND CO.

By *Edward R. Godwin*
Vice President

ATTEST:

Willie Mae Horn
Assistant Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD R. GODWIN, Vice President of Depa Land Co., 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of August, A. D. 1968.

Ethel P. Matthews
Notary Public in and for Harris County, Texas

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V.L. 7301 574

096-27-0355

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

The undersigned, the owners and holders of certain liens (Deed of Trust dated January 3, 1968, recorded in Volume 6226, Page 179, Harris County Mortgage Records) affecting the properties described in the foregoing instrument, do hereby consent and agree to the imposition of the restrictive covenants and dedication of easements as contained in said instrument, and do hereby covenant and agree that said liens shall henceforth be subordinate thereto, PROVIDED HOWEVER, that nothing herein contained shall impair, diminish, or release the validity and existence of said liens.

EXECUTED this the 10 day of August, 1968.

MORTGAGE AND TRUST, INC.



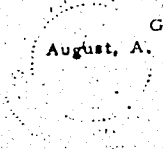
ATTEST:
James Peters
Assistant Secretary

By: [Signature]
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared A.E. Register, as Vice President of Mortgage and Trust, Inc. 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of August, A. D. 1968.



Edward P. Matthews
Notary Public in and for Harris County, Texas



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098-37-2063

AMENDMENT TO RESTRICTIONS
KIRKWOOD SECTION THREE
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS |
COUNTY OF HARRIS | KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned parties, being the owners of all the lots in Kirkwood Section Three, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 152, Page 13 of the Map Records of Harris County, Texas, do hereby amend and modify the Restrictions heretofore imposed upon said Kirkwood Section Three by virtue of that certain instrument dated August 10, 1968, executed by Depa Land Co., and recorded in Volume 7301, Page 566 of the Deed Records of Harris County, Texas, and

WHEREAS, a need exists to amend and modify the said Restrictions,

NOW THEREFORE, we, the undersigned, being the owners of all the lots in said Kirkwood Section Three, do hereby amend and modify the said Restrictions recorded in Volume 7301, Page 566 of the Deed Records of Harris County, Texas, as follows, to wit:

Paragraph numbered 21 of Part A-Residential Covenants which reads as follows:
"No roof of any building shall be constructed or covered so that the exposed material is asphalt shingles or composition roofing material. This prohibition against composition roofing materials shall not prevent the use of a built up roof, the exposed material of which is crushed marble, slag, or pea gravel."

shall be amended to read as follows:

"No roof of any building shall be constructed or covered so that the exposed material is asphalt shingles or composition roofing material; provided, however, a minimum weight of 290 pound asphalt shingle shall be permitted when approved by the Architectural Committee in accordance with Part B-Architectural Committee, hereof."

Mortgage and Trust, Inc. joins in the execution hereof solely in its capacity as the owner and holder of liens affecting Kirkwood Section Three, to evidence its consent to this Amendment of the said Restrictions and for no other purpose.

EXECUTED this 17th day of October, 1968.

ATTEST:
Margaret B. Jusch
Secretary
(Owner of Lot 18, Block 10; Lots 7 through 12, Block 11; and Lots 8 through 12, Block 13)

R. E. TRESCH COMPANY, INCORPORATED
By R. E. Tresch
President

098-37-2063

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Block 7;
Lots 1 and 2,
Block 14;
and Lots 1

098-37-2064

INC.
Lienholder

personally appeared
I, known to me to
and acknowledged
herein expressed,
dated,

17 day of
October
1968,
Harris County,
Texas

personally appeared
Depa Land Co.,
as instrument,
and consideration
capacity therein

17 day of
October
1968,
Harris County,
Texas

personally appeared
Mortgage and Trust,
for foregoing
purposes and
consent and in the

17 day of
October
1968,
Harris County,
Texas

DEPA LAND CO
1189 355

ATTEST:
Lance Peters
Assistant Secretary

DEPA LAND CO
[Signature]
Vice President

(Owner of Lots 12 through 17, Block 1; Lots 17 through 30, Block 7; Lots 19 through 38, Block 8; Lots 13 through 23, Block 11; Lots 1 and 2, Block 12; Lots 1 through 7, Block 13; Lots 1 through 11, Block 14; Lots 1 through 30, Block 15; Lots 1 through 22, Block 16; and Lots 1 through 17, Block 17.)

098-37-2064

ATTEST:
Armed Edkins
Assistant Secretary

MORTGAGE AND TRUST, INC.
By [Signature]
Vice President Lienholder

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. E. Tresch, as President of R. E. Tresch Company, Incorporated, 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of October, A. D. 1968.

Ethel P. Matthews
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Edward R. Godwin, as Vice President of Depa Land Co., 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of October, A. D. 1968.

Ethel P. Matthews
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Robert A. Hunter, as Vice President of Mortgage and Trust, Inc., 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of October, A. D. 1968.

Ethel P. Matthews
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 herein by me, and was duly RECORDED, in the Volume and Page of the PUBLIC RECORDS of Harris County, Texas, as stamped herein by me.

OCT 28 1968



[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO

- 2 -

[Handwritten notes]
Ed Godwin
921 Caroline
P.O. Box 5420
Houston, Texas

098-37-2064

Kirkwood, Sec 3 (Kirkwood, Texas)

Return to:

FERRY ARONER
Attorney At Law
4409 Montrose
Houston, Texas 77006

EE91307

112-01-0061

THE STATE OF TEXAS:

COUNTY OF HARRIS: 001-29-74 225186 4 E291307 B #0 74.50

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By instruments hereinafter referred to as the Depa Land Company imposed various restrictive covenants and conditions upon the use of the lots in Sections One through Seven of Kirkwood, such sections being subdivisions in the Samuel D. Smith Survey, Harris County, Texas, collectively known as Kirkwood, and identified by maps recorded in the map records of Harris County, Texas, as follows:

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- Kirkwood, Section One, as per map in Vol. 140, Page 11
- Kirkwood, Section Two, as per map in Vol. 147, Page 48
- Kirkwood, Section Three, as per map in Vol. 152, Page 13
- Kirkwood, Section Four, as per map in Vol. 160, Page 93
- Kirkwood, Section Five, as per map in Vol. 161, Page 113
- Kirkwood, Section Six, as per map in Vol. 167, Page 1
- Kirkwood, Section Seven, as per map in Vol. 174, Page 122

The various instruments of restrictive covenants hereinafter referred to appear of record in the Deed Records of Harris County, Texas, as follows:

- Volume 6366, Pages 581, et seq., as amended in Volume 6487, pages 273, et seq., and Volume 6715, Pages 153, et seq.
- Volume 6900, Pages 9, et seq.
- Volume 7301, Pages 509, et seq., as amended in Volume 7389, Page 304 et seq.
- Volume 8916, Pages 175, et seq.
- Volume 7718, Pages 526, et seq., as amended in Volume 7796, Pages 99, et seq., and Volume 7799, Pages 43 et seq.
- Volume 7921, Pages 447 et seq., as amended in Volume 7946, Pages 31, et seq.
- Volume 8358, Page 243, et seq.

Included among the provisions in said instruments was Provision for the creation of a property-owner committee to be known as the "Kirkwood Committee," and various provisions incident to the election of said committee, all of which is incorporated herein by reference as fully as though said instruments were copied herein in their entirety.

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I, Perry Archer, acting as agent for, and on behalf of
The Kirkwood Committee, do hereby certify as follows:

1. That an election of the Kirkwood Committee was held at the cafeterium of the Beverly Hills Intermediate School, 10415 Fugus Street, on October 19, 1974 at 9:00 a.m.;
2. That I served as Acting Chairman of said election;
3. That timely notice of such election was given pursuant to the provisions of the instruments hereinabove referred to;
4. That there were present and voting (either in person or by proxy) owners of lots in said seven sections of Kirkwood;
5. That the lot owners in attendance or represented by proxy at said meeting elected, by a majority of the votes then cast, the following individuals to constitute said committee:
 - a. Theodors M. Slafka
 - b. L. H. Dickey
 - c. Robert Larson
6. That the ballots cast at said election meeting are in the possession of the Committee so elected.

EXECUTED AT Houston, Texas, this 22nd day of October, 1974



Perry Archer
Perry Archer

Subscribed and sworn to by the said Perry Archer this the 22nd day of October, 1974.

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

I certify that the lot owners appearing on the attached voter signature sheets appeared in person or by proxy on the 19th day of October, 1974, at Beverly Hills School, between the hours of 9:00 a.m. and 12:00 noon and cast their votes.

Witness my hand this 23rd day of October, 1974.

Perry Archer
Perry Archer

112-01-0063

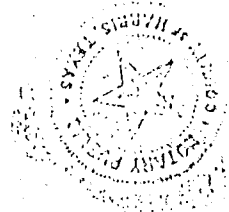
.....
We, the undersigned, certify that we were present at the election of the KIMWOOD COMMITTEE on October 19, 1974, at the Beverly Hills Intermediate School, that we witnessed the signing of the voting sheets by those voting, that we did so under the supervision of Perry Archer, Attorney at Law, acting as Election Judge, and that the attached signatures are those received and witnessed by us. We further certify that the foregoing instrument truly and correctly sets out the election result.

Date: Oct 28, 1974 Virginia Catron
Virginia Catron

Date: Oct 28, 1974 Glen L. Follereus
Glen L. Follereus

BEFORE ME, the undersigned authority, on this day personally appeared Virginia Catron and Glen L. Follereus, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me having executed the same for the purposes and considerations therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of October, 1974

Wanda Lee Fylant
Wanda Lee Fylant, Notary Public in and for Harris County, Texas



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Wm. Tennant
OWNER Lot 27, Bl. 12 Kirkwood Sec. 2

James T. Harbitts P.A.
OWNER Lot 21, Bl. 2 Kirkwood Sec. 2

Hellin J. Dadd
OWNER Lot 1, Bl. 15 Kirkwood Sec. 3

Carroll Bennett
OWNER Lot 6, Bl. 14 Kirkwood Sec. 3

J. A. Lake
OWNER Lot 13, Bl. 3 Kirkwood Sec. 2

Charlotte Ann McManis
OWNER Lot 11, Bl. 14 Kirkwood Sec. 2

Patricia D. Brink
OWNER Lot 14, Bl. 9 Kirkwood Sec. 2

James Edward Smith
OWNER Lot 8, Bl. 3 Kirkwood Sec. 1

James L. Cundiff
OWNER Lot 21, Bl. 4 Kirkwood Sec. 2

Mrs. E. F. Liza
OWNER Lot 12, Bl. 12 Kirkwood Sec. 4

Bernard J. Gardi
OWNER Lot 14, Bl. 2 Kirkwood Sec. 5

James E. Trow
OWNER Lot 4, Bl. 5 Kirkwood Sec. 1

Mrs. James D. Leonard
OWNER Lot 24, Bl. 5 Kirkwood Sec. 1

Mrs. J. E. Wagner
OWNER Lot 25, Bl. 12 Kirkwood Sec. 4

Antonio Luna
OWNER Lot 9, Bl. 17 Kirkwood Sec. 2

J. H. (Kurt) Jones
OWNER Lot 17, Bl. 1 Kirkwood Sec. 3

Russell Tedman
OWNER Lot 2, Bl. 14 Kirkwood Sec. 3

Winnie C. Rudolph
OWNER Lot 25, Bl. 24 Kirkwood Sec. 6

Deacon Anterman
OWNER Lot 27, Bl. 24 Kirkwood Sec. 4

344

Joseph A. Riggs
OWNER Lot 24, Bl. 20 Kirkwood Sec. 2

Mrs. Nancy Lee 112-01-0064
OWNER Lot 25, Bl. 2 Kirkwood Sec. 1

John A. Doba
OWNER Lot 34, Bl. 27 Kirkwood Sec. 6

Freida E. White
OWNER Lot 13, Bl. 2 Kirkwood Sec. 2

David E. Bingham
OWNER Lot 1, Bl. 14 Kirkwood Sec. 1

James L. Hill
OWNER Lot 11, Bl. 14 Kirkwood Sec. 1

W. H. Dickey
OWNER Lot 29, Bl. 2 Kirkwood Sec. 1

L. H. Dickey
OWNER Lot 34, Bl. 2 Kirkwood Sec. 2

Mrs. Virginia Owsen Jr
OWNER Lot 20, Bl. 6 Kirkwood Sec. 2

J. C. Thompson
OWNER Lot 6, Bl. 17 Kirkwood Sec. 1

Mrs. Margaret D. Dool
OWNER Lot 2, Bl. 17 Kirkwood Sec. 2

Robert M. Colant
OWNER Lot 31, Bl. 2 Kirkwood Sec. 3

Mrs. James G. Kelly Jr
OWNER Lot 12, Bl. 2 Kirkwood Sec. 2

Mrs. Charles F. Starbuck
OWNER Lot 1, Bl. 12 Kirkwood Sec. 4
(22 Parkers)

Mrs. L. L. Angell
OWNER Lot 27, Bl. 1 Kirkwood Sec. 3

Arthur J. Gagne
OWNER Lot 27, Bl. 14 Kirkwood Sec. 2

James R. Hunter
OWNER Lot 4, Bl. 18 Kirkwood Sec. 4

Charles B. Bault
OWNER Lot 22, Bl. 27 Kirkwood Sec. 6

J. D. McHenry
OWNER Lot 11, Bl. 17 Kirkwood Sec. 1

Mr. J. J. Moore
OWNER Lot 21, Bl. 18 Kirkwood Sec. 4

Lot 21, Bl. 22 Kirkwood Sec. 7
OWNER Lot 21, Bl. 22 Kirkwood Sec. 7

Shirley R. Brown
OWNER Lot 1, Bl. 4 Kirkwood Sec. 3

William Arnold
OWNER Lot 16, Bl. 3 Kirkwood Sec. 5

Frank Meade
OWNER Lot 81, Bl. 4 Kirkwood Sec. 3

Kenneth J. Lawrence
OWNER Lot 2, Bl. 25 Kirkwood Sec. 7

W. P. ...
OWNER Lot 20, Bl. 24 Kirkwood Sec. 6

Jamuel ...
OWNER Lot 13, Bl. 11 Kirkwood Sec. 1

Ed ...
OWNER Lot 14, Bl. 19 Kirkwood Sec. 5

Kenneth ...
OWNER Lot 3, Bl. 14 Kirkwood Sec. 2

W. P. ...
OWNER Lot 23, Bl. 6 Kirkwood Sec. 2

Robert ...
OWNER Lot 14, Bl. 23 Kirkwood Sec. 4

Mavis ...
OWNER Lot 32, Bl. 5 Kirkwood Sec. 1

Willard ...
OWNER Lot 61, Bl. 16 Kirkwood Sec. 3

J. L. ...
OWNER Lot 24, Bl. 29 Kirkwood Sec. 7

W. Bailey ...
OWNER Lot 23, Bl. 5 Kirkwood Sec. 1

Wesley ...
OWNER Lot 1, Bl. 4 Kirkwood Sec. 3

Ray ...
OWNER Lot 7, Bl. 21 Kirkwood Sec. 7

Virginia ...
OWNER Lot 4, Bl. 46 Kirkwood Sec. 3

Perce E. ... 112-01-0065 27
OWNER Lot 40, Bl. 2 Kirkwood Sec. 1

Madison ...
OWNER Lot 33, Bl. 3 Kirkwood Sec. 3

James ...
OWNER Lot 22, Bl. 9 Kirkwood Sec. 2

Robert ...
OWNER Lot 8, Bl. 4 Kirkwood Sec. 3

Mr. ...
OWNER Lot 5, Bl. 22 Kirkwood Sec. 4

Robert ...
OWNER Lot 6, Bl. 3 Kirkwood Sec. 1

W. D. ...
OWNER Lot 11, Bl. 15 Kirkwood Sec. 11

W. P. ...
OWNER Lot 1, Bl. 16 Kirkwood Sec. 2

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot 1, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

J. P. ...
OWNER Lot __, Bl. __ Kirkwood Sec. __

W. H. ...
OWNER Lot 1, Bl. 4 Kirkwood Sec. 3

Wm. E. ...
OWNER Lot 2, Bl. 1a Kirkwood Sec. 1

...
OWNER Lot 3, Bl. 10 Kirkwood Sec. 4

Louise M. Ricketts
OWNER Lot 4, Bl. 27 Kirkwood Sec. 7

James J. ...
OWNER Lot 5, Bl. 28 Kirkwood Sec. 7

Mrs. ...
OWNER Lot 6, Bl. 70 Kirkwood Sec. 3

Sara ...
OWNER Lot 7, Bl. 2 Kirkwood Sec. 1

...
OWNER Lot 8, Bl. 21 Kirkwood Sec. 6

...
OWNER Lot 9, Bl. 2 Kirkwood Sec. 2

...
OWNER Lot 10, Bl. 5 Kirkwood Sec. 1

Mrs. D. ...
OWNER Lot 11, Bl. 16 Kirkwood Sec. 7

...
OWNER Lot 12, Bl. 4 Kirkwood Sec. 1

...
OWNER Lot 13, Bl. 5 Kirkwood Sec. 1

Linda A. ...
OWNER Lot 14, Bl. 1 Kirkwood Sec. 3

Mrs. A. J. ...
OWNER Lot 15, Bl. 8 Kirkwood Sec. 2

Mrs. Betty Chase
OWNER Lot 16, Bl. 12 Kirkwood Sec. 4

Earl H. ...
OWNER Lot 17, Bl. 2 Kirkwood Sec. 2

Richard F. ...
OWNER Lot 18, Bl. 5 Kirkwood Sec. 2

...
OWNER Lot 19, Bl. 12 Kirkwood Sec. 3

... 24W
OWNER Lot 20, Bl. 2 Kirkwood Sec. 2

... 112-01-0066
OWNER Lot 21, Bl. 1 Kirkwood Sec. 2

...
OWNER Lot 22, Bl. 1 Kirkwood Sec. 1

M. ...
OWNER Lot 23, Bl. 5 Kirkwood Sec. 1

...
OWNER Lot 24, Bl. 7 Kirkwood Sec. 3

...
OWNER Lot 25, Bl. 12 Kirkwood Sec. 2

...
OWNER Lot 26, Bl. 2 Kirkwood Sec. 5

...
OWNER Lot 27, Bl. 11 Kirkwood Sec. 3

John D. ...
OWNER Lot 28, Bl. 3 Kirkwood Sec. 1

...
OWNER Lot 29, Bl. 1a Kirkwood Sec. 1

...
OWNER Lot 30, Bl. 5 Kirkwood Sec. 1

...
OWNER Lot 31, Bl. 8 Kirkwood Sec. 6

...
OWNER Lot 32, Bl. 5 Kirkwood Sec. 7

...
OWNER Lot 33, Bl. 26 Kirkwood Sec. 7

...
OWNER Lot 34, Bl. 7 Kirkwood Sec. 3

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

James Schmitt
OWNER Lot 12, Bl. 1 Kirkwood Sec. 1

Ben L. Johnson
OWNER Lot 15, Bl. 4 Kirkwood Sec. 1

Richard P. Brown
OWNER Lot 16, Bl. 24 Kirkwood Sec. 2

Mr. James W. Blackman
OWNER Lot 18, Bl. 4 Kirkwood Sec. 3

Gene R. Logan
OWNER Lot 17, Bl. 5 Kirkwood Sec. 5

Mrs. H. G. Jansen
OWNER Lot 11, Bl. 22 Kirkwood Sec. 1

James P. McElha
OWNER Lot 20, Bl. 27 Kirkwood Sec. 7

John Balluff
OWNER Lot 22, Bl. 16 Kirkwood Sec. 3

Kenneth W. Taff
OWNER Lot 2, Bl. 17 Kirkwood Sec. 6

Max Ray Mills
OWNER Lot 7, Bl. 7 Kirkwood Sec. 2

Louis M. William
OWNER Lot 3, Bl. 2 Kirkwood Sec. 1

Paul G. Cotton
OWNER Lot 4, Bl. 21 Kirkwood Sec. 5

Shula C. Buser
OWNER Lot 14, Bl. 4 Kirkwood Sec. 1

J. H. Coe
OWNER Lot 2, Bl. 7 Kirkwood Sec. 2

Ray Williams
OWNER Lot 2, Bl. 3 Kirkwood Sec. 1

John Abraham
OWNER Lot 12, Bl. 17 Kirkwood Sec. 3
1243

M. M. Shaw
OWNER Lot 18, Bl. 16 Kirkwood Sec. 3

Robert W. Seage
OWNER Lot 8, Bl. 7 Kirkwood Sec. 2

OWNER Lot __, Bl. __ Kirkwood Sec. __

Mr. O. M. Deane 320
OWNER Lot 12, Bl. 27 Kirkwood Sec. 7

W. E. Baker 112-01-0067
OWNER Lot 20, Bl. 27 Kirkwood Sec. 3

William Landin
OWNER Lot 12, Bl. 24 Kirkwood Sec. 1

A. H. Davenport
OWNER Lot 24, Bl. 14 Kirkwood Sec. 4

H. D. Hines
OWNER Lot 12, Bl. 7 Kirkwood Sec. 4

David James
OWNER Lot 2, Bl. 20 Kirkwood Sec. 4

John H. Kirkman
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

John A. Patton
OWNER Lot 17, Bl. 10 Kirkwood Sec. 2

Charles J. Collins
OWNER Lot 14, Bl. 1 Kirkwood Sec. 4

William A. Bunk
OWNER Lot 24, Bl. 7 Kirkwood Sec. 4

W. H. Taylor
OWNER Lot 2, Bl. 10 Kirkwood Sec. 3

Walden G. Henslow
OWNER Lot 24, Bl. 7 Kirkwood Sec. 4

Vernon T. Roberts
OWNER Lot 9, Bl. 26 Kirkwood Sec. 7

Bernard J. Hall
OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

Helma Pacey PROXY
OWNER Lot 26, Bl. 26 Kirkwood Sec. 2

R. H. Schmidt
OWNER Lot 157, Bl. 17 Kirkwood Sec. 2

J. R. Tate
OWNER Lot 3, Bl. 15 Kirkwood Sec. 2

C. B. Bagston
OWNER Lot 20, Bl. 15 Kirkwood Sec. 3

Randall K. Wise (P)
OWNER Lot 7, Bl. 2 Kirkwood Sec. 1

James S. Butler
OWNER Lot 12, Bl. 10 Kirkwood Sec. 4

Stanley A. Dean
OWNER Lot 2, Bl. 10 Kirkwood Sec. 4

Bill W. Seward
OWNER Lot 7, Bl. 21 Kirkwood Sec. 7

Joe Cox
OWNER Lot 71, Bl. 27 Kirkwood Sec. 7

William C. Bryant
OWNER Lot 14, Bl. 10 Kirkwood Sec. 2

W. Mel Bourne
OWNER Lot 23, Bl. 17 Kirkwood Sec. 3

M. L. E. Flanagan
OWNER Lot 6, Bl. 24 Kirkwood Sec. 6

Pat Smala
OWNER Lot 20, Bl. 18 Kirkwood Sec. 4

Jerry Hill
OWNER Lot 10, Bl. 2 Kirkwood Sec. 5

Paul Dineen
OWNER Lot 8, Bl. 4 Kirkwood Sec. 1

C. Carol Phin
OWNER Lot 1, Bl. 12 Kirkwood Sec. 2

B. J. Hepler
OWNER Lot 11, Bl. 16 Kirkwood Sec. 3

James S. Rivas
OWNER Lot 15, Bl. 28 Kirkwood Sec. 7

Ernest L. White
OWNER Lot 3, Bl. 21 Kirkwood Sec. 5

Pat L. Kelly 380
OWNER Lot 11, Bl. 7 Kirkwood Sec. 7

William C. Stagg 112-01-0068
OWNER Lot 1, Bl. 11 Kirkwood Sec. 1

Huan E. Kottman
OWNER Lot 2, Bl. 1 Kirkwood Sec. 1

John R. DeBlanc
OWNER Lot 2, Bl. 17 Kirkwood Sec. 3

Edgar Anne Dull
OWNER Lot 20, Bl. 1 Kirkwood Sec. 3

Shirley A. Kaelin
OWNER Lot 61, Bl. 7 Kirkwood Sec. 3

Nancy W. O'Brien
OWNER Lot 2, Bl. 12 Kirkwood Sec. 1

John L. Barber
OWNER Lot 11, Bl. 12 Kirkwood Sec. 4

James Schoes AUK
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

George B. 112
OWNER Lot 7, Bl. 10 Kirkwood Sec. 3

E. J. TAYLOR
OWNER Lot 2, Bl. 2 Kirkwood Sec. 5

Charley Pegg
OWNER Lot 2, Bl. 20 Kirkwood Sec. 2

M. H. Sherman
OWNER Lot 13, Bl. 10 Kirkwood Sec. 7

John King
OWNER Lot 2, Bl. 20 Kirkwood Sec. 3

Jerry Macgibbin
OWNER Lot 4, Bl. 25 Kirkwood Sec. 7

Charles D. O'Sell
OWNER Lot 1, Bl. 47 Kirkwood Sec. 7

Nathaniel B. Eads
OWNER Lot 3, Bl. 6 Kirkwood Sec. 2

James M. Wilson
OWNER Lot 1, Bl. 28 Kirkwood Sec. 7

Max Lawrence Madelko
OWNER Lot 4, Bl. 19 Kirkwood Sec. 5

George W. Gartzner
OWNER Lot 11, Bl. 10 Kirkwood Sec. 4

Prody

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OWNER Lot __, Bl. __ Kirkwood Sec. __

Mrs. Donald E. Nier
OWNER Lot 21, Bl. 6 Kirkwood Sec. 2

OWNER Lot __, Bl. 112-01-0069 Kirkwood Sec. __

Willis H. McLean
OWNER Lot 22, Bl. 6 Kirkwood Sec. 2

OWNER Lot __, Bl. __ Kirkwood Sec. __

Carl E. Peters
OWNER Lot 3, Bl. 3 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

George R. McKinn Jr.
OWNER Lot 24, Bl. 6 Kirkwood Sec. 2

OWNER Lot __, Bl. __ Kirkwood Sec. __

H. L. Jenkins
OWNER Lot 19, Bl. 10 Kirkwood Sec. 4

OWNER Lot __, Bl. __ Kirkwood Sec. __

C. F. Wilson
OWNER Lot 3, Bl. 2 Kirkwood Sec. 3

OWNER Lot __, Bl. __ Kirkwood Sec. __

Green, James O.
OWNER Lot 4, Bl. 14 Kirkwood Sec. 3

OWNER Lot __, Bl. __ Kirkwood Sec. __

Kathleen Guppy
OWNER Lot 2, Bl. 1 Kirkwood Sec. 3

OWNER Lot __, Bl. __ Kirkwood Sec. __

E. L. AYERS
OWNER Lot 25, Bl. 12 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

GEORGE MILES
OWNER Lot 36, Bl. 8 Kirkwood Sec. 3

OWNER Lot __, Bl. __ Kirkwood Sec. __

JOSEPH TESORO
OWNER Lot 29, Bl. 16 Kirkwood Sec. 2

OWNER Lot __, Bl. __ Kirkwood Sec. __

NANCY HANSON
OWNER Lot 19, Bl. 14 Kirkwood Sec. 3

OWNER Lot __, Bl. __ Kirkwood Sec. __

T. D. Baccaro
OWNER Lot 31, Bl. 20 Kirkwood Sec. 6

OWNER Lot __, Bl. __ Kirkwood Sec. __

Willis Arman
OWNER Lot 15, Bl. 15 Kirkwood Sec. 3

OWNER Lot __, Bl. __ Kirkwood Sec. __

Mrs. D. H. Jagers
OWNER Lot 33, Bl. 5 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Sue Ellen Seward
OWNER Lot 18, Bl. 26 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Julia S. Bueche
OWNER Lot 2, Bl. 13 Kirkwood Sec. 3

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

RECORDED MEMORANDUM
All of Parts of This Book on This Page
Was Not Check Entries For Distribution
Exception

Eugene D. Willis
OWNER Lot 22, Bl. 4, Kirkwood Sec. 2

George D. Harris
OWNER Lot 1, Bl. 2, Kirkwood Sec. 2

Ellen J. Starnes
OWNER Lot 8, Bl. 2, Kirkwood Sec. 3

James L. Patterson
OWNER Lot 11, Bl. 2, Kirkwood Sec. 2

Sharon Smith
OWNER Lot 15, Bl. 4, Kirkwood Sec. 3

Jessie Ziegler
OWNER Lot 17, Bl. 4, Kirkwood Sec. 2

Frank G. Haysden
OWNER Lot 14, Bl. 2, Kirkwood Sec. 2

Harold L. Rogers
OWNER Lot 11, Bl. 13, Kirkwood Sec. 3

W. C. Weaver
OWNER Lot 9, Bl. 13, Kirkwood Sec. 2

Delbert J. Duesina
OWNER Lot 7, Bl. 10, Kirkwood Sec. 2

M. Prichard
OWNER Lot 11, Bl. 13, Kirkwood Sec. 3

Noah Sparks Jr.
OWNER Lot 8, Bl. 10, Kirkwood Sec. 2

Paul D. Elrod
OWNER Lot 3, Bl. 14, Kirkwood Sec. 2

Frank Hingshull
OWNER Lot 6, Bl. 2, Kirkwood Sec. 2

C. Dale Hendrix
OWNER Lot 5, Bl. 4, Kirkwood Sec. 2

Ray W. Duenick
OWNER Lot 10, Bl. 2, Kirkwood Sec. 2

A. F. Peake
OWNER Lot 5, Bl. 13, Kirkwood Sec. 4

Lana Harrison
OWNER Lot 29, Bl. 10, Kirkwood Sec. 2

Nancy Jordan
OWNER Lot 25, Bl. 10, Kirkwood Sec. 2

Julius H. Condit
OWNER Lot 11, Bl. 2, Kirkwood Sec. 2

Gene J. Mani 112-01-0070
OWNER Lot 6, Bl. 11, Kirkwood Sec. 2

Raymond L. Hudson
OWNER Lot 24, Bl. 2, Kirkwood Sec. 1

Russell Marvin T.
OWNER Lot 10, Bl. 13, Kirkwood Sec. 3

Ray Daughtery
OWNER Lot 16, Bl. 11, Kirkwood Sec. 3

Charles J. Reck
OWNER Lot 21, Bl. 2, Kirkwood Sec. 2

Clifford Robinson
OWNER Lot 11, Bl. 13, Kirkwood Sec. 1

OWNER Lot __, Bl. __, Kirkwood Sec. __

OWNER Lot __, Bl. __, Kirkwood Sec. __

OWNER Lot __, Bl. __, Kirkwood Sec. __

OWNER Lot __, Bl. __, Kirkwood Sec. __

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OWNER Lot __, Bl. __, Kirkwood Sec. __

OWNER Lot __, Bl. __, Kirkwood Sec. __

OWNER Lot __, Bl. __, Kirkwood Sec. __

Propy
Frank H. McDiara
OWNER Lot 2, Bl. 16 Kirkwood Sec. 3

Gene Geneva Miller
OWNER Lot 24, Bl. 12 Kirkwood Sec. 3

Franker Hanes
OWNER Lot 7, Bl. 7 Kirkwood Sec. 2

Jack L. Rochelle
OWNER Lot 29, Bl. 2 Kirkwood Sec. 3

Marlene J. Conner
OWNER Lot 30, Bl. 2 Kirkwood Sec. 2

Arvita Madril
OWNER Lot 22, Bl. 2 Kirkwood Sec. 2

Max Neva Miller
OWNER Lot 8, Bl. 2 Kirkwood Sec. 2

Otto J. Waban
OWNER Lot 7, Bl. 7 Kirkwood Sec. 2

George D. Verdick Jr.
OWNER Lot 6, Bl. 2 Kirkwood Sec. 2

Ramona Moreno
OWNER Lot 15, Bl. 18 Kirkwood Sec. 4

Richard Aliekema
OWNER Lot 15, Bl. 9 Kirkwood Sec. 2

John Shiffin
OWNER Lot 13, Bl. 4 Kirkwood Sec. 2

Lee Turley
OWNER Lot 12, Bl. 12 Kirkwood Sec. 2

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

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OWNER Lot __, Bl. __ Kirkwood Sec. __

112-01-0071
OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

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OWNER Lot __, Bl. __ Kirkwood Sec. __

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OWNER Lot __, Bl. __ Kirkwood Sec. __

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OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

Dorothy E. Lewis
OWNER Lot 12, Bl. 18 Kirkwood Sec. 1

Therry G. Cook 324
OWNER Lot 14, Bl. 23 Kirkwood Sec. 4

C. M. Dodson
OWNER Lot 13, Bl. 1 Kirkwood Sec. 5

Nancy P. B. 112-01-0072
OWNER Lot 25, Bl. 24 Kirkwood Sec. 6

Ray E. Archer
OWNER Lot 11, Bl. 2 Kirkwood Sec. 4

Mrs. H. D. Whiston
OWNER Lot 5, Bl. 16 Kirkwood Sec. 3

Tommy Rouse
OWNER Lot 3, Bl. 21 Kirkwood Sec. 4

Mrs. Roy G. Heinsohn
OWNER Lot 15, Bl. 23 Kirkwood Sec. 7

Virginia M. Rameau
OWNER Lot 24, Bl. 4 Kirkwood Sec. 2

Carl W. Harding
OWNER Lot 4, Bl. 15 Kirkwood Sec. 3

Mary A. Everson
OWNER Lot 14, Bl. 5 Kirkwood Sec. 4

Dorothy W. Miller
OWNER Lot 12, Bl. 1 Kirkwood Sec. 3

Donald C. Haden
OWNER Lot 11, Bl. 2 Kirkwood Sec. 1

Bill McDaniel
OWNER Lot 13, Bl. 23 Kirkwood Sec. 7

Kenneth V. Walker
OWNER Lot 12, Bl. 1 Kirkwood Sec. 2

~~J. L. ...~~
~~OWNER Lot ... Kirkwood Sec. ...~~

M. L. ...
OWNER Lot 4, Bl. 1 Kirkwood Sec. 4

J. ...
OWNER Lot 7, Bl. 23 Kirkwood Sec. 7

R. E. ...
OWNER Lot 14, Bl. 13 Kirkwood Sec. 7

L. W. ...
OWNER Lot 14, Bl. 23 Kirkwood Sec. 6

Dorothy ...
OWNER Lot 21, Bl. 23 Kirkwood Sec. 7

W. C. ...
OWNER Lot 13, Bl. 23 Kirkwood Sec. 4

Patricia ...
OWNER Lot 22, Bl. 26 Kirkwood Sec. 7

Eugene T. ...
OWNER Lot 3, Bl. 2 Kirkwood Sec. 4

Pam ...
OWNER Lot 21, Bl. 13 Kirkwood Sec. 4

Ross C. ...
OWNER Lot 11, Bl. 23 Kirkwood Sec. 5

Lrene M. ...
OWNER Lot 27, Bl. 8 Kirkwood Sec. 3

Marie E. ...
OWNER Lot 24, Bl. 9 Kirkwood Sec. 2

V. R. ...
OWNER Lot 6, Bl. 23 Kirkwood Sec. 7

Harriet H. ...
OWNER Lot 14, Bl. 2 Kirkwood Sec. 1

Tom ...
OWNER Lot 12, Bl. 18 Kirkwood Sec. 3

Donald V. ...
OWNER Lot 24, Bl. 25 Kirkwood Sec. 6

J. F. ...
OWNER Lot 14, Bl. 8 Kirkwood Sec. 3

Violet S. ...
OWNER Lot 19, Bl. 25 Kirkwood Sec. 6

James E. ...
OWNER Lot 26, Bl. 8 Kirkwood Sec. 3

Bill ...
OWNER Lot 15, Bl. 24 Kirkwood Sec. 6

Edgar G. ...
OWNER Lot 2, Bl. 9 Kirkwood Sec. 2

Linda ...
OWNER Lot 4, Bl. 23 Kirkwood Sec. 6

Billy J. Gannon
OWNER Lot 11, Bl. 24 Kirkwood Sec. 6

Charles W. Cook
OWNER Lot 11, Bl. 25 Kirkwood Sec. 6

Larry M. Marshall
OWNER Lot 13, Bl. 25 Kirkwood Sec. 6

Reid E. Moran
OWNER Lot 16, Bl. 24 Kirkwood Sec. 6

Charles E. Hallmark
OWNER Lot 17, Bl. 26 Kirkwood Sec. 7

Elliot E. Adkins
OWNER Lot 1, Bl. 26 Kirkwood Sec. 7

Jack Anderson
OWNER Lot 26, Bl. 27 Kirkwood Sec. 7

Roberto G. Villarreal
OWNER Lot 2, Bl. 26 Kirkwood Sec. 7

Stephen Bonds
OWNER Lot 12, Bl. 27 Kirkwood Sec. 7

Mrs. Frank M. Spencer
OWNER Lot 14, Bl. 27 Kirkwood Sec. 7

Thomas E. Waller
OWNER Lot 17, Bl. 27 Kirkwood Sec. 7

Harvey Ormond
OWNER Lot 18, Bl. 27 Kirkwood Sec. 7

Mrs. Charles Asquith
OWNER Lot 7, Bl. 27 Kirkwood Sec. 7

Mrs. James W. Burke
OWNER Lot 50, Bl. 27 Kirkwood Sec. 7

Mrs. Jacob P. Rosenthal
OWNER Lot 4, Bl. 27 Kirkwood Sec. 7

Elliot W. Girdle
OWNER Lot 2, Bl. 29 Kirkwood Sec. 7

Mrs. W. E. Hayman
OWNER Lot 2, Bl. 15 Kirkwood Sec. 3

H. E. Klein
OWNER Lot 4, Bl. 15 Kirkwood Sec. 3

Norma Vetter
OWNER Lot 8, Bl. 15 Kirkwood Sec. 3

Harry E. Vetter 112-01-0073
OWNER Lot 11, Bl. 15 Kirkwood Sec. 3

Sammy H. Fern
OWNER Lot 1, Bl. 25 Kirkwood Sec. 7

Fred Knoll
OWNER Lot 22, Bl. 24 Kirkwood Sec. 6

James C. Postelwhite
OWNER Lot 22, Bl. 15 Kirkwood Sec. 3

Montfred B. Sellman
OWNER Lot 11, Bl. 18 Kirkwood Sec. 6

David E. Rosenthal
OWNER Lot 17, Bl. 17 Kirkwood Sec. 2

R. E. Heald
OWNER Lot 22, Bl. 23 Kirkwood Sec. 6

Lawrence Groff
OWNER Lot 22, Bl. 23 Kirkwood Sec. 6

Mrs. Troy Brown
OWNER Lot 22, Bl. 23 Kirkwood Sec. 6

Mrs. Bob Bernard
OWNER Lot 21, Bl. 23 Kirkwood Sec. 6

Stann E. Neal
OWNER Lot 14, Bl. 16 Kirkwood Sec. 3

Birney W. West
OWNER Lot 15, Bl. 23 Kirkwood Sec. 6

Lowell D. Sifton
OWNER Lot 1A, Bl. 23 Kirkwood Sec. 6

Louise J. Hawkins
OWNER Lot 11, Bl. 22 Kirkwood Sec. 6

Mrs. Andrew A. Botello
OWNER Lot 2, Bl. 21 Kirkwood Sec. 6

Daniel S. Hoover
OWNER Lot 2, Bl. 22 Kirkwood Sec. 6

[Signature]
OWNER Lot [] Bl. [] Kirkwood Sec. []

Mrs. Richard P. Brown
OWNER Lot 10, Bl. 24 Kirkwood Sec. 6

S. E. Block
OWNER Lot 25, Bl. 2 Kirkwood Sec. 5

RECORDS & REPERAMS
All Or Parts of This Book are
The Most Carefully Checked and Correct
Edition

SP. INDEX MEMORANDUM:
Particulars in this memorandum were taken or
checked out at the time of recording.

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A. J. ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Mr. Harry E. Phillips
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Thomas Amunzio
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Frank ...
OWNER Lot 2, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Arthur M. ...
OWNER Lot 4, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Betty J. ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Abelardo ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Mr. E. K. ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Laurie ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Mr. Joseph R. ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

F. H. ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Mr. Ole ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Mr. L. B. ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Ray ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

Sharon ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

L. B. ...
OWNER Lot 1, Bl. 1 Kirkwood Sec. 1

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

OWNER Lot __, Bl. __ Kirkwood Sec. __

RECORDED MEMORANDUM
IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT
OF THE DISTRICT OF COLUMBIA