

Agreement Creating

COURTLANDT ASSOCIATION

WHEREAS, in the year 1906 COURTLANDT IMPROVEMENT COMPANY purchased and platted into lots and private ways certain tracts of land in Houston, Texas, constituting what has since been and is now known as COURTLANDT PLACE, a map of the same being recorded in the Deed Records of Harris County, in Map Book 2, page 26, is hereby referred to and made part hereof;

AND WHEREAS, it was the purpose to thus create a district restricted to the erection of residences of good class and to surround such and the locality generally with conditions assuring as far as possible freedom from noise, dust, constant traffic and other annoyances incident to location upon public streets in a populous city;

AND WHEREAS, Courtlandt Improvement Company has disposed of the greater part of the lots in said addition available for sale for residence purposes, and it being the desire of all concerned to continue the plans and, so far as possible, to perfect and perpetuate the conditions already created as aforesaid, and to improve upon the same and particularly to preserve and maintain the private quality and character of the ways in said locality as distinguished from public ownership and control thereof;

NOW, THEREFORE, for the purpose aforesaid and in consideration of the premises and of the other purposes hereinafter manifested and of the mutual covenants of each and all of the parties hereto, it is hereby mutually agreed each one with all and every other one, as follows:

1. That a voluntary association, not for pecuniary profit, is hereby created which shall be known as COURTLANDT ASSOCIATION, to be managed, governed and controlled and be ultimately terminated as is in this agreement provided and not otherwise.

2. The parties to this agreement are these:

(a) Courtlandt Improvement Company, a corporation formed under the laws of Texas.

(b) Ten individuals who are hereby appointed and shall be known as "Trustees of Courtlandt Association," by which name they may have succession and may sue and be sued without necessary joinder of any other

person, and who hereby severally and jointly accept the terms of this agreement, being hereinafter collectively referred to as the "Trustees" and their names being as follows: STERLING MYER, A. S. CLEVELAND, C. L. NEUHAUS, JAS. L. AUTRY, HENRY H. DICKSON, J. J. CARROLL, W. T. CARTER, JR., WM. D. CLEVELAND, JR., HUGO V. NEUHAUS, J. W. GARROW.

(c) The present owners of each and all or any part of the several lots numbered one to twenty-six, inclusive, aggregating twenty-six hundred (2600) feet, being all of the frontage on Courtlandt Boulevard as designated on the said map of Courtlandt Place, and such and their successors in ownership are hereinafter styled "Lot Owners" and are the ultimate beneficiaries herein.

3. The said Courtlandt Improvement Company, acting herein through its officers and by express corporate authority, does hereby grant, bargain, sell and convey unto the said Sterling Myer, A. S. Cleveland, C. L. Neuhaus, Jas. L. Autry, Henry H. Dickson, J. J. Carroll, W. T. Carter, Jr., Wm. D. Cleveland, Jr., Hugo V. Neuhaus and J. W. Garrow as joint tenants, and not as tenants in common, and in their trust capacity and relationship as Trustees of Courtlandt Association, as aforesaid, and their several successors as such and to their assigns, the following described properties in Houston, Harris County, Texas, to-wit: Courtlandt Boulevard complete, being the entire Boulevard lying between property lines and being thirteen hundred feet on each side in length and one hundred ten feet in width, which includes the fifteen feet at the west end of the street and the entire strip recently reserved in the decree entered in Cause No. 9781, entitled the City of Houston vs. Courtlandt Improvement Co., et al., in the County Court of Harris County, Texas, and for more particular description reference is made to said decree. For more definite description of said Boulevard reference is here made to the plot of record.

(b) Both alleyways, one on the north side and one on the south, as shown by plot of Courtlandt Place above referred to, running the entire length of Courtlandt Place, the one on the north being 1351½ feet in length by 16 feet in width and the one on the south being 1427 3/10 feet in length by 17 feet in width.

(c) The semi-circular eastern approach to Stuart and Elgin Streets and the segment of a circle in front of the entrance, all of which is shown on the plot of Courtlandt heretofore referred to and embraced between the dotted lines marked Stuart and Brazos Streets. (4) The one foot reserve running the entire property as shown by plot of record, save and except one foot reserved on the extreme west, which has heretofore been decreed to the city of Houston in the cause above referred to.

TO HAVE AND TO HOLD all and singular the said properties unto the said Trustees of Courtlandt Association and their several successors and

"4. No barn, stables, outhouses, or outbuildings of any character shall be erected on said premises, within 100 feet of the front property line of Courtlandt Boulevard. No fence shall be built around any lot along any street line except for barn lots, chicken lots, etc., and same shall not be erected within less than 100 feet from the front property line on Courtlandt Boulevard.

"5. No hedge shall be grown higher than three feet within 50 feet of the front property line of Courtlandt Boulevard. No residence costing less than \$10,000 shall be erected hereon.

"6. The Courtlandt Improvement Company reserves its right to control all of its streets, sidewalks, parks, and property abutting thereon, and reserves its right to control the planting of trees, shrubbery, grass, etc., thereon."

(4) To alter or amend this instrument in any respect.

(5) To increase or diminish number of Trustees at will.

10. The Trustees shall keep proper care of all properties vested in them in the same manner as any other prudent proprietor of like properties would do, keeping and preserving the same in as nearly the same or in better condition than now existing.

11. The Trustees, respectively, shall hold their places as such as long as this agreement endures or until their respective successors shall be selected and qualified, and in the event of vacancy caused by death, resignation or otherwise, the remaining Trustees or a majority of them shall create a successor or successors by instrument in writing to be signed and acknowledged by them and by such appointee, and the appointment may be recorded and the successor Trustee or Trustees shall have and may exercise all the powers of their predecessors, respectively, to the same extent and effect as if originally named herein.

12. Whilst not assuming any liabilities whatever in the premises, it is expressly agreed that no present or future lot owner shall be asked to contribute to the funds or for the expense of any undertakings by the Trustees except upon the same basis as other lot owners are asked to contribute and only upon the basis and in proportion as the frontage on Courtlandt Boulevard owned by such shall bear to the whole frontage on such Boulevard—but for convenience such voluntary contributions may be provided for upon a fixed and periodical basis.

13. For the purpose of performing the duties which by signing hereof they assume, the Trustees shall be authorized to receive and disburse according to their best discretion (except as may be otherwise herein provided), all such moneys as may come into their hands as such, and particularly as follows:

(1) By donations.

(2) By payment of annual (or other term) dues such as may be by them levied and assessed against lot owners.

(3) By sale of all or any part of the properties vested in them by this instrument or of any right or privilege incident to the same.

14. The Trustees shall cause accurate and enduring records of all their official acts to be kept and proper accounts of moneys handled to be so maintained as that the sources of revenues and avenues of disbursement may be manifest and all expenditures of a substantial or permanent nature shall be kept distinct from items of mere current or other expense and accurate statements of all such matters shall periodically (not less frequently than annually) be compiled and be furnished to lot owners.

15. It is expressly declared that no purpose of creating a perpetuity is intended by the parties hereto but on the contrary, unless previously terminated, this agreement shall end upon the first day of January, 1925, unless within such period a further agreement shall be made providing for further extension within legal limits and whensoever and howsoever ended the then lot owners (in proportion to their frontage holdings as aforesaid) shall be deemed the sole beneficiaries of any thing of value remaining, and appropriate action, judicial or otherwise, shall be taken to ascertain and determine such beneficiaries and to secure and adjust their rights.

16. The Trustees shall not have power to bind or obligate themselves of the present or future lot owners personally and in every written contract into which they may enter, this fact shall be appropriately recited and such contract shall refer to the terms and limitations in these respects of their appointment by reference to this instrument, and the other party or parties to such contract shall agree and shall thereby be taken to have agreed not to look to such Trustees or either of them personally, nor to the lot owners or either of them personally, but to the properties only such as may be held by the Trustees for any enforcement of such contract and the consequences thereof legally or otherwise.

17. The Trustees may by majority vote adopt resolutions or regulations or take other formal action in the premises and in respect to the properties not inconsistent with this agreement or duly adopted amendments thereof and shall create a written record in the nature of minutes of all such and a memorandum in writing signed by them or a majority of them shall have the effect of approving the terms of such to the same extent as if agreed to by all, and all such writings shall be preserved with the papers incident to the business of the Trustees and with such individual or officer as they may direct.

18. The Trustees may arrange for the creation of officers by and

assigns forever, together with all and singular the rights, members, hereditaments and improvements to the same belonging or in any manner appertaining.

4. The present *lot owners* aforesaid do hereby severally grant, bargain, sell and convey to the said Sterling Myer, A. S. Cleveland, C. L. Neuhaus, Jas. L. Autry, Henry H. Dickson, J. J. Carroll, W. T. Carter, Jr., Wm. D. Cleveland, Jr., Hugo V. Neuhaus, J. W. Garrow as joint tenants and not as tenants in common and in their trust capacity and relationship as Trustees of Courtlandt Association, as aforesaid, and their several successors as such and to their assigns, all and singular, the easements and rights of every character which may be or may have been vested in all or any of such lot owners in and to, or in respect to all or any part of the property or properties described in Paragraph Three hereof, and which pertain to or may have been acquired with the ownership or purchase of their lots respectively, it being the intent hereof to expressly and completely cancel and annul the easements aforesaid as they have heretofore existed by unifying the same with the fee simple title.

TO HAVE AND TO HOLD all and singular the said easements and rights unto the said Trustees of Courtlandt Association, their successors and assigns forever.

5. It is expressly declared to be the intent and purpose of this instrument, and particularly the terms of Paragraphs Three and Four hereof, to convey to and vest in the said Trustees of Courtlandt Association and their successors and assigns the full, absolute and complete fee simple and unrestricted title and proprietorship to each and all of the properties, estates and interests named or included in the terms of said two paragraphs.

6. It is declared that so long as the said properties are so owned and controlled by the said Trustees and their successors as such, they shall be by them managed and administered, and if and when (if ever) title to all or any part thereof shall pass from them in any manner, then the proceeds or avails of such shall be applied, according to the further terms hereof and not otherwise.

7. No person or party whomsoever shall now or hereafter ever own or hold any interest whatsoever in and to the properties mentioned and described in Paragraphs Three and Four, save and except such as shall receive title from the Trustees of Courtlandt Association, either from voluntary conveyance by them or by operation of law.

8. No person not an owner of a lot or lots in Courtlandt Place shall ever be deemed a beneficiary or have any interest in the subject matter hereof, but all present lot owners and the successors and assigns of such respectively are hereby declared to be such beneficiaries and entitled to

share in all present and future benefits in proportion as their ownership in frontage on the Boulevard shall bear to the total frontage thereon of twenty-six hundred feet.

9. Without in any manner limiting the terms of conveyance and the vesting of absolute fee simple title, as above set forth, it is agreed that the Trustees may do all or any one of the following things, *provided always and expressly* that they shall be thereunto authorized so to do by lot owners then owning not less than 2000 feet of frontage on Courtlandt Boulevard, such authority to be expressed in writing, signed by the qualified parties so consenting and expressing the terms (and conditions, if any) of such consent and by them, respectively, duly acknowledged so as to permit of recording, such things thus authorized to be done being as follows:

(1) To alter or obstruct, in whole or in part, any of the properties described in Paragraphs Three and Four in a manner different from that in which they are now arranged.

(2) To pave or otherwise substantially improve all or any part of such properties and to raise moneys for this purpose by issuance and sale at not less than par of interest-bearing obligations to such amount and in such terms as may be so authorized, but such obligations shall be secured by a lien upon said properties (but shall not bind personally either Trustees or lot owners), and the Trustees shall not thereafter sell, dedicate or otherwise by voluntary act dispose of such improved part unless provision shall have been previously or be simultaneously made for the payment or other ultimate satisfaction of such obligations and for the release of such properties from the lien thereof.

(3) To alter or amend in such respects as may be authorized the existing "Restrictions" which have been and are a part of the consideration agreed to by Lot Owners, such restrictions as now prevailing to continue in force until changes may be so made and for convenience they are reproduced and made part hereof, as follows:

① "1. No business house or houses, sanitarium, hospital, saloon, place of public entertainment, livery stable, resort or dance hall, or other place of business, shall ever be erected on said lot, or any part thereof.

"2. This lot is sold for private residence purposes and only one residence of not less than two-story construction shall be constructed on the property herein sold, the same shall front on Courtlandt Boulevard.

"3. The front of the roof or farthest projection of the body of the house or gallery of such residence, if same has a front gallery, when erected shall be not less than 35 feet from the front property line of Courtlandt Boulevard, nor shall any part of said residence be closer than 15 feet to the side property lines; the object of this restriction being to secure uniformity.

②

among themselves and define the duties of such not inconsistent with the terms hereof and may appoint a Secretary and a Treasurer (and one person may do the duties of both), and the Trustees may employ such other persons as they may deem proper and define their duties.

19. Any Trustee may be or become a lot owner and may have and exercise all privileges and benefits of such to the same extent and in the same manner as any other lot owner and may cease to be such, all without in any manner affecting or impairing his position as Trustee.

20. The Trustees shall serve without personal compensation but shall be entitled to charge against the properties any expense or liability of any kind which they may have legally incurred, and it is expressly agreed that in no event shall any Trustee be held liable for any act or for consequences of such provided only he shall not have so acted in bad faith.

21. This instrument and all authorized amendments thereof and all further appointments of Trustees shall be recorded and every lot owner shall upon request be entitled to a copy of all such for deposit with his own muniments of title.

EXECUTED IN TRIPLICATE, each copy of which may be regarded as original, on this the 29th day of June, A. D. 1912.

COURTLANDT IMPROVEMENT COMPANY.

Per STERLING MYER,
President.

A. S. CLEVELAND,
Vice-President.

C. L. NEUHAUS,
Secretary-Treasurer.

TRUSTEES:

J. W. GARROW
W. T. CARTER, JR.
J. J. CARROLL
HENRY H. DICKSON
HUGO V. NEUHAUS
C. L. NEUHAUS
WM. D. CLEVELAND, JR.
A. S. CLEVELAND
STERLING MYER
JAS. L. AUTRY

LOT OWNERS:

J. W. GARROW
W. T. CARTER, JR.
J. J. CARROLL
HENRY H. DICKSON
HUGO V. NEUHAUS
C. L. NEUHAUS
WM. D. CLEVELAND, JR.
A. S. CLEVELAND
STERLING MYER
R. C. HOLMES
JAS. L. AUTRY

Duly acknowledged and recorded in Harris County Deed Record Book 290, page 153