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

THAT, WHEREAS, by instrument dated October 31, 1940, recorded in Volume 1190, Page 108, of the Deed Records of Harris County, Texas, Arthur L. Brown et al., imposed certain restrictions and easements upon that part of the August Bering Tract in the Chas. Sage Survey in Harris County, Texas, lying between Westheimer Road and Woodway Drive (formerly Park Drive), which said land was partitioned into four tracts containing 53.63 acres each, including certain lateral and North and South roads; and reference is here made to said instrument and the record thereof for all purposes; and,

WHEREAS, certain other restrictions and easements may have been imposed on said land by other instruments not herein specifically mentioned; and,

WHEREAS, it is contemplated that that part of above-mentioned tract lying South of the South line of San Felipe Road will be developed as a residential subdivision, and it is desired for our mutual benefit and advantage that certain of the restrictions and easements imposed by the instrument first above-mentioned, and any other instruments not herein specifically mentioned be changed and/or released and abandoned, in so far, but only in so far, as they apply to that part of abovementioned tract lying South of the South line of San Felipe Road:

NOW, THEREFORE, we, the undersigned, being all of the parties holding any legal or equitable title in and to the property set forth in abovementioned instrument executed by Arthur L. Brown et al., recorded in Volume 1190, Page 108, of the Deed Records of Harris County, Texas, for and in consideration of One and No/100 Dollar (\$1.00) each to the other in hand paid and for our mutual

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benefit and advantage, do hereby change and/or release, relinquish and abandon those certain restrictions and easements, insofar, but only insofar, as same apply to and are imposed upon that part of abovementioned tract lying South of the South line of San Felipe Road, as follows:

1. All restrictions and easements of every kind and character which might have been imposed on such tract by any and all other instruments not herein specifically mentioned are hereby released, relinquished and abandoned.

2. Restrictive covenant No. 2 of said restrictive covenants, which read as follows:

"2. No part of said property shall be used for other than residential purposes and uses incidental thereto, and no business house, sanitarium, hospital, saloon, place of public amusement or entertainment, livery stable, dairy, factory, warehouse, or place of business of any kind shall be constructed, built, kept or maintained, on said property; provided that the owner of such property may keep and maintain thereon gardens, live stock, garages, stables and appurtenant buildings incidental to his residence."

is hereby amended by adding to said Paragraph 2 the following proviso, to-wit:

Provided, however, that the South 950 feet of said tract (being the portion of said tract which fronts on Westheimer Road and extends Northwardly from Westheimer Road, a distance of 950 feet) may be used for construction of churches, apartment buildings, duplexes and other residential construction; and provided, further, that the South 300 feet of said land (being the portion of said tract which fronts on Westheimer Road and extends Northwardly from Westheimer Road, a distance of 300 feet) may be used for stores, filling stations, office buildings, motion picture theaters, retail building materials establishments, churches, apartment buildings, duplexes and other residential construction; and provided that the usual and customary garages, servant quarters and appurtenant buildings may be constructed in connection with any building.

3. Restrictive covenant No. 4 of said restrictive covenants, which read as follows:

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"4. No residence shall be erected on any part of said property closer than 60 feet to the front property line of the lot upon which same is situated and no closer than 15 feet to any side line except that outbuildings may be placed within 5 feet of side lines if the same are located 150 feet or more from the front line of the lot upon which the same are situated."

is eliminated and cancelled, released and abandoned.

4. Restrictive covenant No. 7 of said restrictive covenants, which read as follows;

"7. Every lot or tract shall be subject to an easement five feet wide on the ground and ten feet wide at a point thirty feet from the ground upward on each side and rear line for the construction and maintenance of public utilities and for drainage sewers or ditches."

is eliminated and cancelled, released and abandoned.

5. The property affected by this instrument is briefly described as follows, to-wit:

All that part of the August Bering tract in the Chas. Sage Survey, in Harris County, Texas, which lies between the south line of San Felipe Road and the north line of Westheimer Road.

6. This instrument may be executed in any number of counterparts, and shall be binding upon each party who signs a counterpart, regardless of whether or not this agreement or a counterpart thereof is executed by all parties whose names are shown herein. Each counterpart shall have the same force and effect as an original, and all of the signed counterparts shall together constitute this agreement.

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Except as herein amended said restrictions recorded
in Volume 1190, Page 108 of the Deed Records shall remain in
full force and effect.

EXECUTED this the 14 day of March,
A. D., 1951, to be effective as of the 1st day of February,
A. D., 1951.

Mrs. Gladys Bering
Mrs. Gladys Bering, Individually and as ~~Executrix~~
of the Estate of Mary Bering, Deceased.

Mrs. Katherine B. Terwilliger
Mrs. Katherine B. Terwilliger, Individually and
Executrix of the Estate of Mary Bering,
Deceased.

Harry B. Terwilliger
Harry B. Terwilliger

H. L. Terwilliger
H. L. Terwilliger

Betty Terwilliger Fleisher
Betty Terwilliger Fleisher

John N. Fleisher
John N. Fleisher

Doris Heisig Brown
Doris Heisig Brown

Arthur L. Brown
Arthur L. Brown

Gladstone B. Heisig
Gladstone B. Heisig

Nelson J. Munger

Betty Schumacher Lander

Frank Lander

Elizabeth B. Schumacher

Emmet Alpha, Jr.
Emmet Alpha, Jr.

THE STATE OF TEXAS :

COUNTY OF HARRIS :

Before me, the undersigned authority, on this day personally appeared Mrs. Gladys Bering, a widow, individually and as executrix of the estate of Mary Bering, deceased, 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 and in the capacity therein stated.

Given under my hand and seal of office this the 14 day of March, 1951.

THE STATE OF TEXAS :

[Signature]
Notary Public, Harris County, Texas

COUNTY OF HARRIS :

Before me, the undersigned authority, on this day personally appeared Mrs. Katherine B. Terwilliger, individually and as executrix of the estate of Mary Bering, Deceased, 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 and in the capacity therein stated.

Given under my hand and seal of office this the 14 day of March, 1951.

[Signature]
Notary Public, Harris County, Texas

THE STATE OF TEXAS :

COUNTY OF HARRIS :

Before me, the undersigned authority, on this day personally appeared ~~Harry~~ Harry M. Terwilliger and Katherine B. Terwilliger, wife of the said ~~Harry~~ Harry M. Terwilliger, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Katherine B. Terwilliger having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Katherine B. Terwilliger, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 14 day of March, 1951.

[Signature]
Notary Public, Harris County, Texas.

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THE STATE OF TEXAS :: Before me, the undersigned authority, on
COUNTY OF HARRIS :: this day personally appeared H. J. Terwilliger,
known to me to be the person whose name he
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 26 day of
March, 1951.

THE STATE OF TEXAS : S. R. [Signature]
COUNTY OF HARRIS : Notary Public, Harris County, Texas.

Before me, the undersigned authority, on this day
personally appeared John N. Flesher and Betty Terwilliger, Flesher,
wife of the said John N. Flesher, personally known to me to be
the persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they executed the same for
the purposes and consideration therein expressed. And the said
Betty Terwilliger Flesher having been examined by me privily and
apart from her husband, and having the same fully explained to her,
she, the said Betty Terwilliger Flesher, acknowledged such instru-
ment to be her act and deed, and declared that she had willingly
signed the same for the purposes and consideration therein expressed,
and that she did not wish to retract it.

Given under my hand and seal of office this the 14
day of March, 1951.

S. R. [Signature]
Notary Public, Harris County, Texas.

THE STATE OF TEXAS :
COUNTY OF HARRIS :

Before me, the undersigned authority, on this day
personally appeared Arthur L. Brown and Doris Heisig Brown,
wife of the said Arthur L. Brown, personally known to me to be
the persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they executed the same for the purposes
and consideration therein expressed. And the said Doris Heisig
Brown having been examined by me privily and apart from her husband,
and having the same fully explained to her, she, the said Doris
Heisig Brown acknowledged such instrument to be her act and deed,
and declared that she had willingly signed the same for the purposes
and consideration therein expressed, and that she did not wish
to retract it.

Given under my hand and seal of office this the
14 day of March, 1951.

S. R. [Signature]
Notary Public, Harris County, Texas.

MINNESOTA
THE STATE OF TEXAS :
HENNEPIN
COUNTY OF HARRIS :

Before me, the undersigned authority, on this day
personally appeared Gladstone B. Heisig, known to me to be the
person whose names 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 14
day of MARCH, 1951.

Gladys V. M. Roskilly
Notary Public, Hennepin County, Minnesota
HENNEPIN MINNESOTA

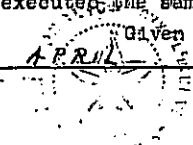
GLADYS V. M. ROSKILLY,
Notary Public, Hennepin County, Minn.
My Commission Expires March 15, 1956.

THE STATE OF TEXAS :

COUNTY OF HARRIS

Before me, the undersigned, authority, on this day personally appeared Emmet Alpha, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 17 day of APRIL, 1951.



Norman R. McFarland
Notary Public, Harris County, Texas
NORMAN R. MCFARLAND

Filed for Record July 31 1951 at 3:15 o'clock P.M.

Recorded Aug 23 1951 at 8:56 o'clock A.M.

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY Margaretta Jenkins Deputy