1419093

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: That

COUNTY OF HARRIS

WHEREAS, G. M. DeGEORGE AND ASSOCIATES, a partner-ship of which G. M. DeGEORGE, JR., is a partner and Trustee; and

WHEREAS, G. M. DeGEORGE AND ASSOCIATES are owners and developers of MANGUM MANOR SECTION ONE, an Addition to the City of Houston, Harris County, Texas, and do hereby place the following restrictions, reservations, covenants, easements and conditions on the lots, tracts and parcels of land in MANGUM MANOR SECTION ONE, as shown by plat thereof duly filed in the Office of the County Clerk and bearing File Number 1417086

The following restrictive covenants shall inure to the benefit of and be binding upon any and all owner or owners of the real estate described as follows, to-wit:

All of the lots in Section One of MANGUM MANOR, save and except those lots so designated on that certain plat hereinabove referred to and further known as Reservations A, B, C and D, as shown on said recorded plat, and being an addition to the City of Houston, Harris County, Texas, and bearing File Number 1417086

- 1. These restrictions shall be effective until January 1, 1985, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of a majority of the lots in MANGUM MANOR SECTION ONE record a written instrument signed by the majority, agreeing to change said restrictions in whole or in part;
- 2. With the exceptions listed below, all lots or plots shall be used for residential single-family dwelling. No structure shall be erected or placed on any residential lot or plot other than one detached single-family dwelling not to exceed one story in height and a private garage for up to three cars with or without servant quarters, and one outbuilding to be used in connection with the residence; however, such garage and outbuilding must be erected simultaneously with or subsequent to the erection of the main dwelling not prior thereto. Reserves A, B, C and D, as shown on the recorded plat of MANGUM MANOR SECTION ONE has been set aside for business purposes, which are hereby restricted to retail or wholesale stores, offices, shops, utility facilities, theater, and combination business-residences, or as may hereafter be determined by the architectural Control Committee.
- 3. No dwelling shall be permitted on any lot or plot at a cost of less than Eleven Thousand Dollars (\$11,000), including cost of land, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of the restrictions to assure that all dwellings shall be of a quality of workmanship and material

substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of one story dwelling in this section shall contain not less than 1,100 sq. feet all exclusive of porches, whether open or closed, patios, and garage.

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- 4. No structure shall be placed or erected on any building plot which said plot has width of less than fifty-five (55') feet at the front building set back line and which contains an area of less than 6,500 square feet. Only one residence shall be constructed on each lot or plot; however, this shall not prohibit the construction of a residence on a portion of two or more adjoining lots facing the same street in the same block.
- 5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25') feet to the front lot line, or nearer than ten (10') feet to any side street line. No building shall be located nearer than five (5') feet to an interior lot line, except that three (3') side yard shall be required for a garage or other permitted accessory building located seventy (70') feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25') feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encreach upon another lot.
- 6. No garage and servants house or other outbuilding of any kind shall be erected on any lot or plot nearer than five (5') feet to either interior side property line, nor nearer, than the easement on the rear, or side property line of said lot, nor nearer than seventy-five (75') feet to the front property line except where lot is irregular in size and could not be erected in keeping with the above measurements. In such case the garage must be attached to the house and meet regular requirements concerning the placing of the house. This seventy-five (75') foot setback does not apply to garages and servants' quarters when attached to main residence, must be in rear of same. No outside toilets will be permitted.
- 7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5') feet of each lot; however, the lots which back up to Brick House Gully there is a fifty-five (55') feet drainage and flood control easement beginning from the center of said gully. And those lots or plots siding on Brick House Gully there is a fifty-five (55') feet drainage and flood control easement beginning from the center of said gully. Also the lots or plots shown on recorded plat siding on the west side of Section One there is a fifteen (15') feet drainage easement beginning from the center of the County drainage ditch.
- 8. All construction of the main building must be not less than 51% masonry veneer, the frame trim on the exterior shall receive at least two coats of paint.

9. No building shall be erected, placed or altered on any building lot or plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished of the building with respect to topography and finished ground elevation, by a Committee composed of G. M. DeGEORGE, JR., JAMES B. DeGEORGE, ALLAN J. SACCO, and JACK R. LITTLE, or by a representatives designated by a majority of the members of said committee (and it is contemplated that any or all may resign at will), the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representatives fail to approve or disapprove such designs or locations within 30 days after said plans and specifications have been submitted to it, or in the event the person seeking to build cannot locate any member of the committee in Houston, Texas after making a bonafide effort to do so and shall file an affidavit with the County Clerk of Harris County, Texas or in any event, if no suit to enjoin the erection of such building 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 the committe, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee or of its representatives shall cease on and after January 1, 1980. In the event of death, resignation or incapacity of all of the committee members, than a majority of the record owners of the lots in this subdivision may designate in writing a new committee to act in the place of the above named committee and such instrument to be placed on record.

- 10. The business area shall be restricted to retail business, professional offices, and service business uses only and provide that no noxious or offensive trade or activity shall be carried on upon the tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- ll. No signs, billboards, posters, or advertising devices of any character shall be erected on any lot or plot without the written consent of the partnership and such consent shall be revocable at any time. The right is reserved by the partnership to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this subdivision.
- 12. 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 purposes.
- 13. 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 excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

- 14. No liquor, beer, spirituous, vinous, or malt or medicated bitters capable of producing intoxiation shall ever be sold, or offered for sale on any lot or plot designated for residential purposes, or any part used for illegal or immoral purposes.
- 15. No trailer, basement, tent, shack, garage, barn, or other outbuilding of any character shall be placed or erected on any lot or plot at any time to be used as a temporary or permanent residence, nor shall any residence of a temporary character be permitted.
- 16. No garage apartment shall be permitted on any lot or plot. All living quarters on any lot or plot other than in main building to be for bonafide servants only. Garage and servant quarters and outbuildings shall not be used for storage in connection with any business or enterprises for profit.
- 17. No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot or plot forward of the front building line of said lot or plot as shown on the aforesaid plat.
- 18. No radio or television aerial wires shall be maintained on any portion of any lot or plot forward of the front building line or encroach upon another lot or plot.
- 19. No building material of any kind or character shall be placed or stored upon any lot or plot until the owner is ready to commence improvements, and then such material shall be placed within the property line of the lot or parcel of land upon which the improvements are to be made, and shall not be placed in the street or between the pavement and property line.
- 20. No stumps, trees, underbrush, or any refuse of any kind or scrap material from the improvements being erected on any lot or plot shall be placed on any adjoining lots, streets, or easements. All such materials if not disposed of immediately, must remain on the property of which construction work is in progress, and at the completion of such improvements, such materials must be immediately removed from the property.
- 21. No part of this property shall be used or maintained as 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.
- 22. The purchaser of property in aforesaid subdivision shall be required to keep weeds cut on the particular property owned by each, and shall not permit the accumulation of trash, rubbish, or other unsightly obstacles on the premises, the easements, or in the alley, or in the street abutting the same. The area in the street between the pavement and the property line shall be kept clean and free of unsightly obstacles at all times.
- 23. The height of the garage and outbuilding shall never exceed the height of the main dwelling.

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