

## Mangum Manor Deed Restrictions - Section I

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS: That

COUNTY OF HARRIS:

WHEREAS, G. M. DeGEORGE AND ASSOCIATES, a partnership 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, 1995, 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 and a private garage for up to three cars with or without servant quarters, and one out-building 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 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 a 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') feet 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 encroach upon another lot.

6. No garage or 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; they 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') foot drainage and flood control easement beginning from the center of said gully. For those lots, or plots siding on Brick House Gully there is a fifty-five (55') foot drainage and flood control easement beginning from the center of said gully. Also, for the lots or plots shown on recorded plat siding on the west side of Section One there is a fifteen (15') foot 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. The business area shall be restricted to retail business, professional offices, and service business uses only and provided that no noxious or offensive trade or activity shall be carried out upon the tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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10. No signs, billboards, posters, or advertising devices of any character shall be erected on any lot or plot. The right is reserved to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this subdivision.

11. 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.

12. 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.

13. No liquor, beer, spirituous, vinous, or malt or medicated bitters capable of producing intoxication 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.

14. 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.

15. No garage apartment shall be permitted on any lot or plot. All living quarters on any lot or plot other than in main building are 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.

16. 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.

17. No radio or television aerial wires shall be maintained on any portion of any lot or plot forward of the front building or encroach upon another lot or plot.

18. 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.

19. 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.

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20. 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.

21. 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.

22. The height of the garage and outbuilding shall never exceed the height of the main dwelling.

23. Any enforcement hereunder shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, and invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

24. No oversized vehicles including but not limited to motor homes, recreational vehicles, boats, trucks that exceed one ton or that are designated as commercial vehicles, boat rigging, campers, house trailers or other trailers or the like shall be parked on any street or driveway, except for temporary parking incident to the contemporaneous use of such vehicle, nor shall same be left parked on any lot unless parked inside the garage or unless otherwise obscured from general view by some type of screening or fencing. This restriction shall apply only to oversized vehicles purchased after January 1, 1985. The date of purchase submitted in conjunction with application for title to such vehicle shall be prima facie evidence of the date of purchase.

EXECUTED at Houston, Texas, this the 28th day of December 1984.

By Garry H. Brunson (signature)  
President, Mangum Manor Civic Club

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THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Garry H. Brunson, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of December, 1984

Connie M. Herman (signature)  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on December 28, 1984

Anita Rodeheaver  
COUNTY CLERK, HARRIS COUNTY, TEXAS