

Mangum Manor Deed Restrictions - Section II

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, G. M. DeGeorge Development Corporation is the owner and developer of Mangum Manor, Section II, an addition to the City of Houston, Harris County, Texas, and does hereby place the following restrictions, covenants, easements and conditions on the lots, plots or parcels of land in Mangum Manor, Section Two, as shown on the re-plat thereof duly filed in the office of the County Clerk of Harris County, Texas and bearing Clerks file number 1573218.

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 Two of Mangum Manor, an addition to the City of Houston, Harris County, Texas, as shown on the re-plat thereof duly filed in the office of the County Clerk of Harris County, Texas and bearing Clerk's file No. 1573218.

1. These restrictions shall be effective until January 1, 1986, 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 TWO may, at any time, 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 out-building to be used in connection with the residence; however, such garage and out-building must be erected simultaneously with or subsequent to the erection of the main dwelling and not prior thereto.
3. No dwelling shall be permitted on any lot or plot at a cost of less than Eleven Thousand (\$11,000), Dollars 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 dwelling 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 dwellings in this section shall contain not less than 1,100 square 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 set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five feet (25') to the front lot line, or nearer than ten feet (10') to any side street line, except that on lots 16, 17, 18, 19, 20, 21 and 22 in block 10, no building shall be located on any said lot nearer than thirty-five feet (35') to the front lot line and except that on lots 16 and 17 in block 12 and lots 17 and 18, block 13 and lots 18, block 14 no building shall be located on any such lot nearer than twenty feet (20') to any side street line. No building shall be located nearer than five feet (5') to an interior lot line, nor nearer than the easement on the rear except that three feet (3') side yard shall be permitted for a garage or other authorized accessory building located seventy feet (70') or more from the front minimum building set back line. No dwelling shall be located on any interior lot nearer than twenty-five feet (25') to the rear lot line. No building shall be located on lots 14 and 15 in block 10 nearer than twenty feet (20') to the rear lot line, and dwelling on said lots shall face La Monte Drive. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, this provision shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

6. 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 or as otherwise designated on said plat or map; however, on those 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. Also the lots or plots shown on recorded plat siding on the east side of Section Two there is a thirty-five (35') feet drainage easement beginning from the center of the County drainage ditch. Also at rear of lots 5, 6, 7 and 8, block 9, there is a thirty-five feet (35') drainage easement as shown on recorded plat.

7. All construction of the main building must be not less than 51% masonry veneer, the frame rim on the exterior shall receive at least two coats of paint.

8. 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 ground elevation, by a Committee composed of G. M. DeGEORGE, JR., JAMES B. DeGEORGE, ALLAN J. SACCO, or by a representative 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

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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 committee, 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 its representatives shall cease on and after January 1, 1981. In the event of death, resignation or incapacity of all of the committee members, then 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.

9. No signs, billboards, posters, or advertising devices of any character shall be erected on any lot or plot without the written consent of the corporation and such consent shall be revocable at any time. The right is reserved by the corporation to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this subdivision.

10. 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.

11. 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.

12. 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.

13. No trailer, basement, tent, shack, garage, barn, or other out-building 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.

14. 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 out-buildings shall not be used for storage in connection with any business or enterprises for profit.

15. 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.

16. 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.

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17. 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.

18. 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.

19. No part of this property 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.

20. The purchaser of property in the 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.

21. The height of the garage and out-buildings shall never exceed the height of the main dwelling.

22. 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 effect any of the other provisions which shall remain in full force and effect.

Executed at Houston, Texas, this 29 day of ? (*unreadable*), 1956

G. M. DEGEORGE DEVELOPMENT CORPORATION

ATTEST:

By President, G. M. DeGeorge, Jr. (signature)

Secretary J. B. DeGeorge (signature)

R. C. Sauer, Lien Holder (signature)

STATE OF TEXAS

COUNTY OF TEXAS

Before me, the undersigned authority, on this day personally appeared G. M. DeGeorge, Jr., President of G. M. DeGeorge Development Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the said corporation and for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 4th day of April, 1956.

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Notary Public in and for Harris County, Texas