

Mangum Manor Deed Restrictions - Section III

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT ANGELO MASCARI, TRUSTEE, the owner and developer of lots platted as "Mangum Manor, Section 3", an addition to the City of Houston, Harris County, Texas, does hereby dedicate to public use as such the streets, alleys and easements shown on the plat of said addition filed for record in the office of the County Clerk of Harris County, Texas, under File No. 60728B, does hereby covenant and declare that all lots in said addition shall be subject to the following restrictions, covenants and conditions, and that each of said lots in said addition which shall be conveyed by Angelo Mascari, Trustee, shall be subject thereto.

And ANGELO MASCARI, TRUSTEE, agrees that any purchaser of any lots in said addition shall hold title to the same subject to the restrictions, covenants, conditions and easements herein referred to until the time hereinafter specified, and for the extended time if extended, as is hereinafter provided for, such restrictions, covenants, conditions and easements being hereby established and fixed against said property for the purpose of creating a uniform plan of development of said addition, to-wit:

1. These restrictions shall be effective until January 1st, 1989, 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 III 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 and one-half 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 not to exceed one story and not prior thereto.

3. The ground floor area of the main structure of any residential building shall be not less than 1,100 square feet, exclusive of open porches and garages.

4. No structure shall be placed or erected on any building plot which said plot had width of less than fifty (50) feet at the front building set back line and which contains an area of less than 5,000 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 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 (20) feet to the front lot line, or nearer than ten (10) feet to any side street line. Distance between buildings on adjacent lots shall be ten (10) feet. No building shall be nearer than five (5) feet to a side line, and where adjacent buildings have roof overhang, distance between edge of overhang shall be six (6) feet minimum. Detached garage or other detached out-buildings shall be located fifty-five (55) feet or more from the front lot line, and shall not be located nearer than five (5) feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. Easements affecting all lots in this addition are reserved as shown on the recorded plat for utility installation and maintenance, and in addition to the easements designated on said plat, excepting those easements designated "underground easements" only, there is hereby designated and dedicated for the use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to said easements as dedicated on said plat.

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7. All construction of the main building must be not less than 25% masonry veneer, less areas in gables and openings.

8. No building shall be erected, placed or altered on any building lot or plot in this subdivision until the building plans specifications and pilot plan 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 Angelo Mascari, Stanley J. Stanford and George A. Grayum or by a representative designated by a majority of 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 thirty (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 of its representatives shall cease on and after January 1st, 1989. 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 owner and developer and such consent shall be revocable at any time. The right is reserved by the owner and developer 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 excavations 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, spiritous, 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.

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15. No fence, wall, hedge or any pergola or other detached structure for ornamental purposes shall be erected, grown, or maintained on any portion of any lot or plot forward of the front building line or encroach upon another lot or plot.

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.

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 dumping ground for rubbish. Trash, 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 alleys, or in the street abutting the same. The area in the street between the pavement and property line shall be kept clean and free of unsightly obstacles at all times.

21. 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 30th day of September, 1959.

ANGELO MASCARI, TRUSTEE (signature)

The undersigned, being the owners and holders of liens against the property covered by the foregoing restrictions, do hereby acknowledge that the liens held by the undersigned be subject to the restrictions, covenants and conditions set out in the foregoing instrument.

EXECUTED at Houston, Texas, this 30 day of September, 1959

A. P. GEORGI (signature)

ELISA GEORGI (signature)

RUDOLPH RIEDEL (signature)

MARY EVELYN GEORGI RIEDEL (signature)

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THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ANGELO MASCARI, TRUSTEE, 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 30 day of September, A.D. 1959.

S. J. Stanford (signature)
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared A. P. GEORGI and ELISA GEORGI, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said ELISA GEORGI, wife of the said A. P. GEORGI, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ELISA GEORGI, acknowledged such instrument to be her act and deed, and she 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 30 day of September, A.D. 1959.

S. J. Stanford (signature)
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RUDOLPH RIEDEL and MARY EVELYN GEORGI RIEDEL, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said MARY EVELYN GEORGI RIEDEL, wife of the said RUDOLPH RIEDEL, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARY EVELYN GEORGI RIEDEL, acknowledged such instrument to be her act and deed, and she 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 30 day of September, A.D. 1959.

S. J. Stanford (signature)
Notary Public in and for Harris County, Texas