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THE STATE OF TEXAS )  
COUNTY OF HARRIS )

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, G. M. DeGeorge, Jr. is the owner and developer of Mangum Plaza, Section One, 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 Plaza, Section One, as shown on the plat or map thereof duly filed in the office of the County Clerk of Harris County, Texas and bearing Clerk's file number

1587258.

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 Plaza, an addition to City of Houston, Harris County, Texas, as shown on the map or plat thereof duly filed in the office of the County Clerk of Harris County, Texas and bearing Clerk's file No. 1587258.

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 Plaza, Section One, may, at any time, record a written instrument signed by the majority, agreeing to change said restrictions in whole or in part.

2. 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 stories in height and a private garage for up to three cars and a minimum of at least two 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 Fourteen Thousand Dollars (\$14,000.00), 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 addition shall contain not less than 1300 square feet all exclusive of porches, whether open or closed, patios, and garage.

4. No structure shall be placed or erected on any building lot or plot which said lot or plot has a width of less than seventy feet (70') at the front building set back line and which contains an area of less than 11,000 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 front lot line or nearer to the rear 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. No building shall be located nearer than five feet (5') to an interior lot line, nor nearer than 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. 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 prevent 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 ten feet (10') 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 feet drainage and flood control easement beginning from the center of said gully. This easement was deeded to the Harris County Flood Control District by condemnation from A. H. Proehl et ux, dated June 7, 1951, Vol. 2333, Page 547 H.C.D.R. and is shown on the recorded plat.

7. There is a two feet (2') reserve by G. M. DeGeorge, Jr. for protective and private screening fencing, across the front of the subdivision as shown on the recorded plat.

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 the 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 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 design 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 bona fide 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 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.

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10. No signs, billboards, posters, or advertising devices of any character shall be erected on any lot or plot without the written consent of G. M. DeGeorge, Jr. and such consent shall be revocable at any time. The right is reserved by G. M. DeGeorge, Jr. to construct and maintain such signs, billboards, or advertising devices, as are 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 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.

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 to be for bona fide servants only. Garage and servant quarters and out-buildings shall not be used for storage in connection with any business or enterprises for profit.

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 materials 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 grounds 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 materials 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. 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.

Executed at Houston, Texas, this 26<sup>th</sup> day  
of May, 1956.

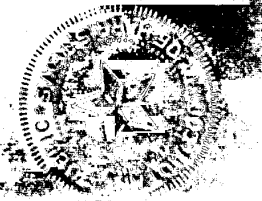
*G. M. DeGeorge, Jr.*  
G. M. DeGeorge, Jr.

STATE OF TEXAS )  
COUNTY OF HARRIS )

Before me, the undersigned authority, on this day personally appeared G. M. DeGeorge, 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 26<sup>th</sup> day  
of May, 1956.

*Hazel Montague*  
NOTARY PUBLIC IN AND FOR HARRIS  
COUNTY, TEXAS.



Filed for Record Sept 24, 1956 at 10:15 o'clock AM.

Recorded Oct 24, 1956 at 9:12 o'clock AM.

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

By Marybeth Marshall Deputy