

## RESTRICTIONS

1299977

THE STATE OF TEXAS

COUNTY OF HARRIS

That GLENDALE DEVELOPMENT CORPORATION, a Texas corporation, acting by and through S. M. Fox, its President, who is duly authorized to act herein, is the owner of that certain real property known as PLEASANTON MANOR, Section 2, out of Lot Thirty Six (36) of the Glendale Subdivision in the John Brown Survey, Abstract No. Eight (8), in Harris County, Texas, according to the plat thereon which has been filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 1007908, does consent and agree that any and all lots in said subdivision shall hereafter be held subject to the following restrictions, covenants and easements which shall be deemed to be covenants running with the land and which shall be binding on any owner or owners of any lot or lots in said PLEASANTON MANOR, Section 2, to-wit:

1. All lots in the subdivision shall be known and described as residential lots and no part of any tract shall ever be used for any type of business or commercial establishment. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single family dwelling not to exceed one story in height and a private garage for not more than two cars. No garage apartment shall be erected, placed or permitted to remain on any building plot.

2. No building shall be erected, placed or altered on any building 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 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 S. M. FOX AND M. L. FOX, President and Secretary, respectively of GLENDALE DEVELOPMENT CORPORATION and Max Greenfield, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, 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 representative, fails to approve or disapprove such design

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **MAY 31 2006**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Lonye Nicole Green* Deputy  
LONYE NICOLE GREEN

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or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no action is taken such building or the altering thereof, has been commenced prior to the completion thereof. Such approval shall not be required and this covenant shall be deemed to have been fully complied with. Neither the members of this committee, nor its designated representative, shall have or be entitled to any compensation for services performed pursuant to this covenant.

3. No building shall be located in any building plot nearer than twenty (20) feet to the front lot line nor nearer than five (5) feet to an adjoining building plot line. No building shall be located nearer than ten (10) feet to any side street line.

4. No residential structure shall be erected or placed on any building plot which has a width of less than fifty (50) feet at the front building setback line and no residence shall be erected or placed on any lot having an area of less than 5,000 square feet. The ground floor area of the main structure, exclusive of open porches and garage, shall be not less than six hundred and seventy five (675) square feet.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood nor shall anyone owning property in this subdivision keep any live stock or fowl of any kind thereon.

6. 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 designated for use in boring for oil or minerals or natural gas shall be erected, maintained or permitted on any lot.

7. No trailer, basement, tent, shack, garage, barn or any other building erected on this tract shall, at any time, be used as a residence, temporary or permanent, nor shall any structure of any temporary character be used as a residence.

8. Easements affecting all lots in this subdivision are reserved as shown on the recorded plat for utility installment and maintenance.

9. The covenants herein are to run with the land and shall be binding on all parties hereto and persons claiming under them until the thirtieth day of August, 1984 A. D., at which time said covenants shall be automatically extended for successive periods of Twenty-five (25) years unless by vote of the majority of property owners of the lots, it is agreed to change said covenants in whole or in part.

10. If the parties hereto, or any of them, or their assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, violating or attempting to violate any such covenants or either to prevent him or them from so doing or to recover damages or other sums for such violation.

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A CERTIFIED COPY MAY 31 2006

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11. In the event of these provisions by Judgment of the Courts, or other legal proceeding, in no manner affect any of the other provisions hereof, which shall continue in full force and effect.

1954 A. L.

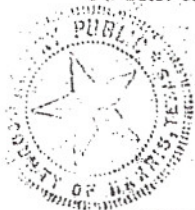
EXECUTED at Houston, Texas, this 2<sup>nd</sup> day of May, 1954.



GLENDALE DEVELOPMENT CORPORATION

By: S.M. Fox  
President

SWORN to and subscribed to this 2<sup>nd</sup> day of May, 1954



MAX GREENFIELD  
Notary Public  
Harris County, Texas

Max Greenfield  
Notary Public  
Harris County, Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared S.M. Fox President of GLENDALE 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 2<sup>nd</sup> day of MAY, A. D. 1954



MAX GREENFIELD  
Notary Public  
Harris County, Texas

Max Greenfield  
Notary Public in and for Harris County, Texas

Filed for Record May 11, 1954 at 4:55 o'clock P.M.  
Recorded May 12, 1954 at 10:51 o'clock A.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas  
By: [Signature] Deputy

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