

756016

RESTRICTIONS

PLEASANTVILLE, SECTION 2

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS

That, Whereas, the undersigned, Melvin A. Silverman, Norman Epstein, and Bernard Paul are the owners of the following tract of land, being part of Lot 30, and all of Lots 32 and 34, Glendale Addition, out of the John Brown Survey, Houston, Harris County, Texas, as shown on recorded plat filed for record in the office of the County Clerk of Harris County, Texas, on May 25, 1950, File No. 748036, to-wit:

BEGINNING at an iron rod in the west line of a 50-foot wide dirt road now used as a drainage ditch, in the east line of Lot 30, Glendale Addition out of the John Brown Survey, Houston, Harris County, Texas, from which an iron rod at the southeast corner of an H.B.&T. RR Co. 0.9518-acre tract bears N. 0° 03' 01" W., 554.35 feet distance and an iron rod at the Northeast corner of an H.N.S. RR Co. 0.5710-acre tract and the southeast corner of Pleasantville, Section One, bears N. 0° 03' 01" W. a total of 634.35 feet distance;

THENCE S. 0° 03' 01" E. with the west line of said 50-foot wide dirt road and drainage ditch, in part with the east line of Lot 30 and with the east lines of Lot 32 and Lot 34, Glendale Addition, at 385.89 feet, the southeast corner of Lot 30 and the northeast corner of Lot 32, Glendale Addition, continuing at a total of 918.59 feet, the southeast corner of Lot 32 and the northeast corner of Lot 34, Glendale Addition, continuing a total of 1450.89 feet to an iron rod for corner in the west line of said 50-foot wide dirt road and drainage ditch at the southeast corner of Lot 34 and the northeast corner of Lot 36, Glendale Addition;

THENCE S. 89° 50' 54" W. with the south line of Lot 34 and the north line of Lot 36, Glendale Addition, 832.06 feet to an iron rod for corner in the east line of Port Houston Street, 25 feet east of the center line of H.B.&T. RR Co. tracks, at the southwest corner of Lot 34 and the northwest corner of Lot 36, Glendale Addition;

THENCE N. 0° 01' 52" E. with the east line of Port Houston Street, 25 feet east of and parallel to the center line of the H.B.&T. RR Co. tracks, with the west lines of Lots 34 and 32 and in part with the west line of Lot 30, Glendale Addition, at 532.50 feet the northwest corner of Lot 34 and the southwest corner of Lot 32, continuing at a total of 1065.00 feet the northwest corner of Lot 32 and the southwest corner of Lot 30, continuing a total of 1217.50 feet to an iron rod for corner in the east line of Port Houston Street, 25 feet east of the center line of said H.B.&T. RR Co. tracks, in the west line of Lot 30, Glendale Addition, at the southwest corner of a 3.3829 acre tract owned by the Heirs of Owen Adams;

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: JUN 01 2006
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

DEED RECORDS
VOL 2109 PAGE 315

CUC T. LIEN

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THENCE N. 89° 50' 53" E. within Lot 30, Glendale Addition, with the south line of said 3.3829-acre tract owned by the Heirs of Owen Adams, 387.79 feet to an iron rod for corner, within Lot 30, Glendale Addition, at the southeast corner of said 3.3829-acre tract;

THENCE N. 0° 01' 52" E. within Lot 30, Glendale Addition and in part with the east line of said 3.3829-acre Heirs of Owen Adams tract, 233.39 feet to an iron rod for corner within Lot 30, Glendale Addition, in the east line of said Heirs of Owen Adams 3.3829-acre tract;

THENCE N. 89° 50' 54" E. within Lot 30, Glendale Addition, 442.20 feet to the place of beginning, containing 25.6021 acres of land, more or less; and,

Whereas, the said Melvin A. Silverman, Norman Epstein, and Bernard Paul desire to make certain reservations, and impress certain covenants and restrictions on all of the above described land;

Now, Therefore, We the said Melvin A. Silverman, Norman Epstein, and Bernard Paul do hereby make the following reservations, restrictions and covenants applicable to the above described land, in the following particulars, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached singlefamily dwelling not to exceed one story in height and a private garage for not more than two cars. No garage apartments shall be erected, placed or permitted to remain on any lot.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in covenant Number 13 hereof.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$5000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be

- 2 -

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DEED RECORDS
VOL 2109 PAGE 316

CUC T Lien

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produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 600 square feet for a one-story dwelling.

4. **BUILDING LOCATION.** 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 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line.. No dwelling shall be located on any interior lot nearer than 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.
5. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 54 feet at the minimum building setback line or shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.
6. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, as follows:
 - Block 1. Over the rear 5 feet of each lot and over the side 5 feet of Lots 10 and 11.
 - Block 2. Over the rear 10 feet of each lot and over the side 5 feet of Lot 2.
 - Block 3. Over the rear 5 feet of Lots 1, 2 and 3; over the side 5 feet of Lot 3; over the rear 5 feet of Lots 4 and 5; and over the side 5 feet of Lot 4.
 - Block 4. Over the rear 5 feet of each lot and over the side 5 feet of Lots 10, 11, 30 and 31.
 - Block 5. Over the rear 5 feet of each lot and over the side 5 feet of Lots 9, 10, 29 and 30.
 - Block 6. Over the rear 10 feet of each lot and over the side 5 feet of Lots 9 and 10.
 - Block 7. Over the rear 10 feet of each lot and over the side 10 feet of Lot 1.
 - Block 8. Over the rear 10 feet of each lot and over the side 5 feet of Lots 2 and 3.
 - Block 9. Over the rear 10 feet of each lot and over the side 5 feet of Lots 2 and 3.
 - Block 10. Over the rear 10 feet of each lot and over the side 10 feet of Lot 2.
7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

- 3 -

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DEED RECORDS
VOL 2109 PAGE 317

CUC T Lien
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8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. OIL AND MINING OPERATIONS. 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 natural gas shall be erected, maintained or permitted upon any lot.
11. LIVESTOCK AND POULTRY. 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 purpose.
12. GARBAGE AND REFUSE DISPOSAL. No lot 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.
13. MEMBERSHIP. The architectural control committee is composed of Melvin A. Silverman, Norman Epstein, and Bernard Paul, all of 6205 Almeda Road, Houston, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
14. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
15. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

- 4 -

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DEED RECORDS
VOL 2109 PAGE 318

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16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
17. SEVERABILITY. 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.

Witness our hands at Houston, Texas, this the 16th day of June, A. D. 1950.

Melvin A. Silverman
Melvin A. Silverman

Norman Epstein
Norman Epstein

Bernard Paul
Bernard Paul

THE STATE OF TEXAS |
COUNTY OF HARRIS |

Before me, the undersigned authority, on this day personally appeared Melvin A. Silverman, Norman Epstein, and Bernard Paul, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office this 16th day of June, A. D. 1950.

Edith N. Lawrence
Notary Public in and for
Harris County, Texas.
EDITH N. LAWRENCE

Filed for Record June 16, 1950, at 2:10 o'clock P.M.
Recorded June 27, 1950, at 9:34 o'clock A.M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY Margaret Phillips Deputy

- 5 -

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DEED RECORDS
VOL 2109 PAGE 319

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