

1053931

RESTRICTIONS

PLEASANTVILLE, SECTION "3"

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, the undersigned, Pleasantville Homes Second Addition Inc., is the owner of the following tract of land, being all of Lot Thirty-one (31), containing 20.0351 acres of land, more or less, Glendale Addition, out of the John Brown League, Houston, Harris County, Texas, as recorded in Volume 69, page 640, Deed Records of Harris County, Texas and described as follows, to-wit:

BEGINNING at an iron rod for the northwest corner of this tract on the east line of a 50-foot wide dedicated road, now a drainage ditch, at the northwest corner of Lot 31 and the southwest corner of Lot 27, Glendale Addition, from which a point at the intersection of the east side of said 50-foot wide road or drainage ditch with the center line of Tilgham Street bears S 00° 03' 01" E., 290.62 feet distance;

THENCE N. 39° 50' 53" E. with the north line of said Lot 31 and the south line of Lot 27, Glendale Addition, 819.46 feet to an iron rod for corner at the northeast corner of Lot 31 and the southeast corner of Lot 27 on the east line of Glendale Addition;

THENCE S. 00° 03' 01" E. with the east line of said Lot 31 and of Glendale Addition, 1065.01 feet to an iron rod for corner at the southeast corner of Lot 31 and the northeast corner of Lot 35 on the east line of Glendale Addition;

THENCE S. 39° 50' 54" W. with the south line of said Lot 31 and the north line of Lot 35, Glendale Addition, 819.64 feet to an iron rod for corner at the southwest corner of said Lot 31 and the northwest corner of Lot 35, Glendale Addition, on the east line of the 50-foot wide road or drainage ditch;

THENCE N. 00° 03' 01" W. with the west line of said Lot 31, Glendale Addition, and the east line of said road or drainage ditch, at 774.38 feet the center of Tilgham Street, continuing with the east line of said ditch and the west line of Lot 31, 1065.00 feet in all to the place of beginning, containing 20.0351 acres of land, more or less; and,

WHEREAS, the said Pleasantville Homes Second Addition Inc., desires to make certain reservations, and impress certain covenants and restrictions on all of the above described land:

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

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CUC T Lien

Deputy

CUC T. LIEN

NOW, THEREFORE, the said Pleasantville Homes Second Addition Inc., does 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 single family 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 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:

2.

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BLOCK 1. Over the rear 10 feet of each lot and over the side 5 feet of Lots 6 and 7, and over the side 3 feet of Lots 2 and 3.

BLOCK 2. Over the rear 5 feet of each lot, and over the side 5 feet of Lots 2 and 19.

BLOCK 3. Over the rear 5 feet of each lot (except extends only 20 feet in length over rear of Lot 1), over the side 5 feet of Lots 2, 3 and 5 and 75 feet over Lot 22, and over the side 3 feet of Lots 9, 10, 17 and 18.

BLOCK 4. Over the rear 5 feet of each lot and over the side 3 feet of Lots 7, 8, 15 and 16.

BLOCK 5. Over the rear 10 feet of each lot, over the side 5 feet of Lots 3, 4, 8 and 9 and over the side 3 feet of Lots 1, 2, 11 and 12.

BLOCK 6. Over the rear 10 feet of each lot.

In addition to the foregoing under the platting and dedication of Pleasantville Section 3, as per Map thereof, filed for record June 12, 1952 in Harris County, Texas under County Clerk's File No. 1099398, there is an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown above ~~except~~ ^{there} aerial easements have been waived by the Houston Lighting and Power Company in an instrument dated July 7, 1952 filed for record July 8, 1952 in Harris County, Texas, bearing Harris County Clerk's File No. 1017527, and by the Southwestern Bell Telephone Company by instrument dated August 4, 1952 filed for record August 25, 1952 in Harris County, Texas bearing Harris County Clerk's No. 1033261 and recorded September 9, 1952 in Volume 2494, page 695 of the Deed Records of Harris County, Texas. AP
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7. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building 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.

3.

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Deputy

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, Edward S. Silverman and Bernard Paul, all of 2923 Shenandoah, 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 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 to 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.
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.

EXECUTED THIS 20th day of October,



PLEASANTVILLE HOMES SECOND ADDITION, INC.

By Melvin A. Silverman Vice President

Bernard Paul
Secretary

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Melvin A. Silverman,

4.

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PRESIDENT of Pleasantville Homes Second Addition, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Pleasantville Homes Second Addition, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of October A. D. 1952.



Louis F. Bailey
Notary Public in and for Harris County, Texas

Filed for Record Oct. 21, 1952, at 1:15 o'clock P..M.
Recorded Dec. 8, 1952, at 9:57 o'clock A..M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY W. E. Roars Deputy

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