

1353290

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 that certain tract of land known and described as PLEASANTVILLE, SECTION 7, a subdivision of a tract of land in the John Brown League, Abstract 8, Harris County, Texas, as per the plat of said subdivision which has been duly filed under File No. 1326492 in the Records of the County Clerk of Harris County, Texas.

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:

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.

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 0 12006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

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Deputy

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:** Easement for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. In addition to the foregoing, under the platting and dedication of said PLEASANTVILLE, SECTION 7, as per the map thereof filed for record under County Clerk's File No. 126697, in Harris County, Texas, there is an unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upward located adjacent to all easements shown thereon. There is also dedicated for utilities an easement one-foot wide adjacent to and on each side of all side lot lines; provided there is no aerial easement dedicated above these one-foot easements.
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 an 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 lots nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure de-

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signated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. **LIVESTOCK AND POULTRY:** No animals, live-stock, 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, Edward B. 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 have full authority to designate a successor. Neither the members of the committee, nor 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 (25) years from the date these restrictions and covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

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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 29th day of September, 1954.



ATTEST:

Bessie Paul  
Secretary

PLEASANTVILLE HOMES SECOND ADDITION, INC.

By

Melvin A. Silverman  
President

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared MELVIN A. SILVERMAN, President of PLEASANTVILLE HOMES SECOND ADDITION, INC., a corporation, 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., 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 29th day of September, 1954.

My Commission Expires  
June 1, 1955

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

Filed for Record	<u>Dec 15 1954</u>	at <u>11:59</u> o'clock <u>9</u> M.
Recorded	<u>Jan 11 1955</u>	at <u>10:56</u> o'clock <u>11</u> M.
W. D. MILLER, Clerk County Court, Harris County, Texas		
By <u>Maguette Jenkins</u> Deputy		

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