

SECTION 13 DEED RESTRICTIONS FOR TIMBERGROVE MANOR

Dated: 10/27/1959

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RECORDED DEED RCDS, VOL. 3897 P. 322

KNOW ALL MEN BY THESE PRESENTS: That, WOODWAY MANOR CORP. A Texas Corporation, the owner of land platted as TIMBERGROVE MANOR, SECTION THIRTEEN, located in the Henry Reinerman Survey, Harris County, Texas, does hereby dedicate to public use as such the streets, alleys, and easements shown on the plat of said subdivision recorded in Volume 65, Page 18 of the Map Records of Harris County, Texas, forever, and does hereby covenant and declare that all lots in said subdivision shall be subject to the following restrictions, covenants, and conditions, and that each of said lots in said addition which shall be conveyed by the said WOODWAY MANOR CORP. shall be subject thereto.

And WOODWAY MANOR CORP., agrees that any purchaser by, through or under it shall hold title to the lots conveyed subject to said restrictions, covenants, conditions, and easements herein referred to, which shall continue and remain in effect until January 1, 1990, and for an extended time, if extended, as is hereinafter provided for, such easements, restrictions, covenants, and conditions being hereby established and fixed against said property for the purpose of establishing and creating a uniform plan of development of said property.

And he said WOODWAY MANOR CORP. agrees that the restrictions, easements, covenants, and conditions which shall affect the use of said property are as follows:

- A. OWNERSHIP OF LAND All lots in Block One (1) to Five (5), both inclusive, as shown on the map of said TIMBERGROVE MANOR, SECTION 13, are owned by WOODWAY MANOR CORP., A Texas Corporation.
- B. GENERAL LAND USE All lots in said TIMBERGROVE MANOR, SECTION THIRTEEN, shall be, and are hereby designated to be used for residential purposes only.
- C. COVENANTS APPLYING TO PARTICULAR LOTS All lots or building plots in Timbergrove Manor, Section Thirteen, except Lots One (1) to Sixteen (16), both inclusive, Block One (1), shall be, and are hereby made subject to the following restrictions, covenants and conditions, to-wit:

1. SPECIFIC LAND USE:

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- A. No lots may be resubdivided into building sites having a width less than sixty (60) feet at the front building line shown on the recorded map of the subdivision, or having an area of less than Six Thousand Six Hundred (6600) square feet in each building site.
- B. No building shall be erected, altered, placed or permitted to remain on any residential building site other than one detached single family dwelling not to exceed one story in height and a one story garage for more than three (3) cars; except that residences not exceeding one and one-half (1 ½) in height may be erected on any of the lots covered hereby, provided that the Architectural Control Committee referred to below approves the lots upon which a one and one-half (1 ½) story residence building may be erected, in addition to approving the plans and specification therefore. This shall not prevent the erection of one-story quarters for bona fide servant employed on the premises by the occupant of the main residence thereon.

2. ARCHITECTURAL CONTROL:

- A. There is hereby created an Architectural Control Committee which shall be composed of three (3) members. The initial members shall be JAMES E. LYON, R.W. CAREY, and KENNETH B. VINES, each of whom shall serve until his successor is named. A majority of the committee may designate representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time the then record owners of a majority for the residential lots in the subdivision shall have the power to change the membership of the committee, to withdraw any powers from the committee and to restore to the committee, any of the powers and duties created hereunder, by the execution of any instrument duly acknowledged and duly recorded in the Deed Records of Harris County, Texas. The committee's approval or disapproval of any matter herein provided for shall be in writing. If the committee, or its representative, fails to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will

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not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

- B. No building shall be erected, placed or altered on any residential site until the plans and specifications therefore, and a plot plan of the building site showing the location of all buildings and sidewalks to be erected thereon, have been approved by the Architectural Control Committee. This approval shall include the quality of workmanship and materials, harmony of the external design with existing structures and location of building with respect to topography and finished grade elevations.

3. SIZE AND LOCATION OF STRUCTURES AND MATERIALS:

- A. The ground floor area and any one story main residence building, exclusive of porches, garages, storage rooms and/or servants quarters, shall not be less than Twelve hundred (1200) square feet of usable floor space. The ground floor area of any one and one-half residence building, exclusive of porches, garages, storage rooms and/or servants quarters, shall not be less than One Thousand (1000) square feet of usable floor area and the upper floor shall not be less than four hundred (400) square feet of usable floor area.
- B. Exterior walls of all main residential building shall be constructed with not less than fifty-one per cent (51%) masonry veneer. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. Masonry used on one (1) wall of an attached garage may be included in calculation of the masonry used.
- C. No building shall be located on any building site near to the front lot line or to the side street line than the minimum building set-back line shown on the recorded map of the subdivision, or within five (5) of an interior property line. For the purposes of interpreting this provision, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building to overhang or encroach upon another building site. Detached garages located on the rear portion of any lot may be built within three (3) feet of any side lot line, except in those instances where the location of the garage in such manner would violate a dedicated easement. Residential buildings on corner lots shall face the street upon which the lots front as shown on the recorded map of the subdivision. The front of the lot is the property line having the smallest dimension on a street. On certain irregular shaped corner

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lots, the facing of the residence is hereby declared to be under the supervision and control of the Architectural Control Committee herein above named. Concrete sidewalks of standard width and construction across the front of each residential building site shall be included in the plans and specifications and shall be constructed before the main residence is occupied by the owner.

- D. No fence, hedge or wall shall be erected, placed, altered, or maintained on any building site nearer to the front property line than the minimum building set-back line shown on the recorded plat of the subdivision.

4. TEMPORARY STRUCTURES: No structure, trailer, basement, tent, shack, garage or other out-building shall be used on any building site as a residence, either temporary or permanently, nor shall any residence, either temporarily be moved onto a building plot in the addition without the written consent of the Architectural Control Committee.

5. NUISANCES: No noxious or offensive activity shall be permitted upon any residence building site, nor shall anything be done thereon which may be or become a annoyance or nuisance to the neighborhood.

6. SIGNS: No signs of any kind shall be displayed to the public view on any residence building site except one sign of not more than five (5) 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.

7. GARBAGE AND REFUSE DISPOSAL: No residence building site 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 and disposal of waste material shall be kept in a clean and sanitary condition.

8. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any residence building site. This provision shall not prevent dogs, cats or other household pets from being kept, bred or maintained for any commercial purposes.

9. OIL AND MINING OPERATIONS: No drilling development, refining, quarrying, mining or prospecting for any minerals of any kind shall be permitted upon any building site, nor shall any well tank, tunnels, mineral excavations or shafts be permitted upon any

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building site. No derrick or any structure designed for use in boring for any minerals shall be erected, maintained or permitted upon any building site.

10. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the street elevation shall be placed or permitted to remain on any corner lot within the triangular area formed by the streets, property lines and a line connecting them at point twenty five (25) feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended to intersect. The same sight lines shall apply on any building site within the ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the above sight lines.

11. EASEMENTS: Easements for the installation, removal, replacement and maintenance of equipment of public utilities as shown on the recorded map of the subdivision are reserved herein. No building or other permanent structure shall be constructed or place within any of the ground easements shown on the recorded map of this subdivision. The title to any building site shall not include title to any utility equipment located within these easements. The right of entry to any easement for the purposes of constructing, maintaining, replacing and repairing any public utility equipment located therein is expressly reserved and neither the parties executing this instrument nor their assigns, nor the operator of any public utility shall be liable for damage to any plant, structure, or building situated on such easement because of any construction, maintenance, removal or repair of the equipment.

12. ENFORCEMENT: Any person, firm or corporation owning any residential lot in said Timbergrove Manor, Section Thirteen, which is subject to the restrictions herein contained, or similar restrictions hereinafter imposed, may require the observance of these conditions, restrictions and covenants by the prosecution of any proceedings at law or in equity against any person, firm or corporation so violating or attempting to violate the same to require removal of such violation or to enjoin the attempted violation, and shall also be entitled to any damage or other dues for any such violations. Invalidation of any one of the provisions of this instrument by judgement of any court shall in

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no wise affect any of the other provisions which shall remain in full force and effect.

13. TERM: These restrictions, covenants and conditions shall run with the land and shall be binding on all parties and all persons owning residential lots in said subdivision until January 1, 1990, at which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed, and duly acknowledged to entitle it to record, by a majority of the then lot owners has been recorded in the County Clerk's office in Harris County, Texas agreeing to change these restrictions, covenants and conditions in whole or in part.