

## SECTION 5 DEED RESTRICTIONS FOR TIMBERGROVE MANOR

Filed: 11/19/1952  
Amended: 12/1/1952

Whereas, Brace & Carruth, a partnership consisting of C. R. Brace, E. R. Carruth, and S. Alex Susholtz, is the owner of an Addition known as Timbergrove Manor, an Addition to the City of Houston Harris County, Texas according to a plat of Section Five in said addition which was filed on the 12th day of November, 1952, with the County Clerk of Harris County, under said County Clerks number 1061416, and said Brace & Carruth, hereinafter termed Partnership, desire to place and impose certain restrictions covenants upon all of the lots in Blocks 20 through 27 inclusive in the Fifth Section of Timbergrove Manor.

1. All of said lots and plots shall be used solely for residential purposes. No structure shall be erected, altered or placed on any lot or plot other than one one-story or one two-story, single family dwelling, one garage (for up to 3 cars) with or without servant quarters, and one outbuilding to be used in connection with the residence; however, such garage and out building must be erected simultaneously with or subsequent to the erection of the main dwelling and not prior thereto. The ground floor area of two-story residences shall contain not less than 750 sq. ft. and the second floor area not less than 500 sq. ft. and a one story residence in Blocks 22, 26, and 27 shall contain not less than 800 sq. ft. and one story residences on all other blocks in this section shall contain not less than 1,000 sq. ft. All exclusive of porches whether open or closed and exclusive of garage.

2. No structure shall be placed or erected on any building plot, which plot has width of less than sixty-three feet as the front building set back line and which contains an area of less than 7000 feet.

3. No building shall be erected or placed on any building plot nearer to the front property line than as shown on plat filed of Record. No residence shall be built nearer than 5 feet to any interior side property line. All corner lots where the house is to be erected thereon faces the front of houses across the street, the right is reserved by the partnership to locate the house thereon for the best general appearance of the neighborhood. 3-1/2. All residences to be erected in Block 27 must front on Abington Way and must be designed with garage attached. Garage must also open on Abington Way. No garage will be permitted to open on West 11th Street nor will a driveway or fence opening be

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permitted on West 11th Street. Gas meters must be set at house and not set at property line.

4. No noxious or offensive activity of any character shall be carried on or permitted on any lot or plot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

5. No signs, billboards, posters, or advertising devices of any character shall be erected on any lot or plot without the written consent of the Partnership, and such consent shall be revocable at any time. The right is reserved by the Partnership to construct and maintain such signs, billboards, or advertising devices, as is customary in connection with the general sale of property in this subdivision.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or plot with the exception of household pets.

7. No liquor, beer, spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on any lot or plot, or any part used for illegal or immoral purposes.

8. No trailer, basement, tent, shack, garage, barn, or other outbuilding of any character shall be placed or erected on any lot or plot at any time to be used as a temporary or permanent residence, nor shall any residence of a temporary character be permitted.

9. No structure shall be moved onto any lot or plot. All structures must be erected on the premises.

10. No garage apartment for rental purposes shall be permitted on any lot or plot. All living quarters on any lot or plot other than in main building to be for bona fide servants only.

11. All improvements shall be constructed on the lot or plot so as to front the street upon which such lot faces; however, where corner lots are of equal or nearly equal dimensions on two streets, or they are irregular shaped lots, the Partnership reserves the right to designate the direction in which such improvements shall face and such decisions shall be made with the thought in mind of the best general appearance to that immediate section.

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12. No fence, wall, hedge, nor any pergola or other detached structure for ornamental purposes shall be erected, grown or maintained on any part of any lot or plot forward of the front building line of said lot or plot as shown on the aforesaid plat.

13. No radio aerial wires shall be maintained on any portion of any lot or plot forward of the front building line of said lot or plot as shown on aforesaid plat.

14. No garage and servants house or other outbuilding of any kind shall be erected on any lot or plot nearer than ten (10) feet to either interior side property line, nor nearer than the easement on the rear or side property line of said lot, nor nearer than 85 ft. to front property line except where lot is irregular in size and could not be erected in keeping with the above measurements. In such case the garage must be attached to the house and meet regular requirements concerning the placing of the house. This 85-foot setback does not apply to garage and servant's quarters when attached to main residence, but any servant's quarters when attached to main residence, must be in rear of same. No outside toilets will be permitted.

15. No building of frame construction on the exterior of any kind or character shall be erected on any lot or plot unless same at the time of construction shall receive at least two coats of paint.

16. No building material of any kind or character shall be placed or stored upon any lot or plot until the owner is ready to commence improvements, and then such material shall be placed within the property line of the lot or parcel of land upon which the improvements are to be made, and shall not be placed in the street or between the pavement and property line.

17. No stumps, trees, underbrush, or any refuse of any kind nor scrap material from the improvements being erected on any lot or plot shall be placed on any adjoining lots, streets, or easements. All such material, if not disposed of immediately, must remain on the property of which construction work is in progress, and at the completion of such improvements, such materials must be immediately removed from the property.

18. No Building shall be erected, placed, or altered on any building lot or 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

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subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of C. R. Brace, E. R. Carruth and S. Alex Susholtz, 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 (and it is contemplated that any or all may resign at will) 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 representatives fails to approve or disapprove such designs and location within 30 days after said plans and specifications have been submitted to it, or in the event the person seeking to build cannot locate any member of the committee in Houston, Texas after making a bona fide effort to do so and shall file an affidavit with the County Clerk of Harris County, Texas stating that effort has been made to locate committee members at Houston, Texas or, in any event, if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee or of its representatives shall cease on and after December 13, 1976. In the event of the death, resignation or incapacity of all of the committee members, then a majority of the record owners of the lots in this subdivision may designate in writing a new committee to act in the place of the above named committee and such instrument be placed on record.

19. No part of this property 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 of disposal of such material shall be kept in a clean and sanitary condition.

20. The purchaser of property in aforesaid Subdivision shall be required to keep the weeds cut on the particular property owned by each, and shall not permit the accumulation of trash, rubbish, or other unsightly obstacles on the premises, the easements, or in the alley, or in the street abutting the same. The area in the street between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles.

21. The height of the garage and outbuilding shall never exceed the height of the main dwelling.

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22. No servants quarters or outbuildings shall be rented but shall be used only by the occupant of the main dwelling, his servants or guests. Garages and servant quarters and outbuildings shall not be used for storage in connection with any business or enterprises for profit.

23. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until December 31, 1977, at which time the covenants shall be automatically extended for successive periods of ten years unless a written instrument signed by a majority of the then owners of lots has been recorded, agreeing to change the said covenants in whole or in part.

24. The invalidity of any one of these Covenants (whether by judgement, court order or otherwise) shall in no wise affect any of the other provisions which shall remain in full force and effect. If any of tthe parties hereto, or any of their heirs or assigns, or any owner of any interest in the above described property shall at any time violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lot or plot in said subdivision, or for the partnership or any member thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations. There shall be no obligation on partnership to enforce these covenants and restrictions.