

SECTION 10 DEED RESTRICTIONS FOR TIMBERGROVE MANOR

Filed: 10/22/1958

KNOW ALL MEN BY THESE PRESENTS: That S. E. McCrory and D. M. Dozier, Trustees, and Southern Investors Construction Co., Inc., the record owners of the lands and premises hereinafter described, for the purpose of evidencing and setting forth a uniform plan of development which they have adopted for such lands and premises, do hereby covenant and provide that the said record owners, as well as their successors and assigns and all parties holding title by, through and under them, shall hereafter have and hold title to the following described lands and premises, to-wit: All of TIMBERGROVE MANOR, SECTION TEN, a subdivision out of the John Reinerman Survey in the City of Houston in Harris County, Texas, according to the plat of said subdivision filed for record in the office of the County Clerk of Harris County, Texas, under Clerk's File No. 40297A subject to the following restrictions, reservations and covenants running with the land, which the said record owners agree shall be binding upon and shall be observed by them, their successors and a be enforceable by any person in said TIMBERGROVE MANOR, SECTION TEN

PART "A" - RESIDENTIAL COVENANTS

1. No platted lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
2. 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 hereinafter designated 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 set-back line.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1400 square feet for a one-story dwelling and at least 800 square feet for a dwelling of more than one story.
4. 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

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set back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than ten feet to any side street line. No building shall be located nearer than five feet to any interior lot line except that a three foot side yard shall be required for a garage or other permitted accessory building located seventy-feet or more from the front property line. No single family residence shall be located on any interior lot nearer than twenty-five feet to the rear lot line.

5. No dwelling shall be erected on any resubdivision lot of less size than the smallest lot in the subdivision as reflected by the recorded plat thereof; and no lot shall be resubdivided into a lot having an area less than the smallest lot in the subdivision as reflected by said plat.

6. Easements for installation and maintenance of public utilities, as shown on the recorded plat and in the dedication thereof, are hereby reserved and dedicated for such uses.

7. 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.

8. 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. 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. No oil drilling, oil development operation, oil refining, quarrying or mining operation 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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. 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.

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12. 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. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### PART "B" - GENERAL PROVISIONS

1. The Architectural Control Committee is composed of S. E. McCrory, J. G. Baldwin and H. D. McCrory, all of Houston, Texas. A majority of the Committee may designate 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 restore to it any of its powers and duties.

2. 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 thirty 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.

3. As improvements are completed on any residential lot, it shall be the obligation of the owner thereof to immediately install a sidewalk along the front of the property if an inside lot, and

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sidewalks along the front and side street lines if a corner lot; said sidewalks to be constructed so as to comply with the usual FHA and Veterans Administration requirements. Failure on the part of any owner to comply with this requirement shall entitle the undersigned, or any other owner of a lot or lots in said subdivision, to prosecute any proceedings at law or in equity against the person violating this requirement, to enforce same, or, at their option, the undersigned, their successors or assigns, may install said sidewalks and thereupon shall be entitled to be reimbursed the cost thereof by the owner so violating this provision.

4. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until September 1, 1980, at 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. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons owning any real property situated in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing, or to recover damages or other dues for such violation.

5. Invalidation of any one of these covenants by judgment, or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.