

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

THIS Amended Deed Restrictions for Timbergrove Manor, hereinafter called the "Declaration," is made on the date hereinafter set forth by the individuals and/or entities whose names are signed on the signature pages hereof for the benefit of themselves and all other Owners of Lots within the Subdivision (as those terms are defined herein), and are hereafter collectively referred to as the Undersigned. WITNESSETH: WHEREAS, the Undersigned are owners of Lots within Section _____ of TIMBERGROVE MANOR, a subdivision in Harris County, Texas, according to the map or plat thereof recorded among the Official Public Records of Real Property of Harris County Texas (hereinafter such section or sections being collectively referred to as the "Subdivision"); and WHEREAS, the Subdivision is subject to certain restrictions, covenants and conditions applicable to the Subdivision, which are recorded among the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. _____ and incorporated herein for all purposes (the "Existing Restrictions"); and WHEREAS, the Subdivision is a part of one neighborhood known as Timbergrove Manor, with the same general over-all appearance, having been developed according to a uniform, common scheme or plan for development of the entire Subdivision; and WHEREAS, it is the desire of a majority of the Owners of Lots in the Subdivision to (i) amend and restate the Existing Restrictions as set out herein and (ii) authorize the Timbergrove Manor Civic Club, Inc. (the "Association") to act for and on behalf of all Owners of Lots within the Subdivision to enforce all restrictions applicable to any Lot within the Subdivision, including, specifically and without limitation, the amended and restated restrictions as set out in this Declaration; NOW, THEREFORE, the Undersigned hereby declare that each and every Lot within the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Subdivision or any part thereof or lot therein, their heirs, successors and assigns, and shall inure to the benefit of Undersigned, their successors and assigns, and the Association and each Owner (hereinafter defined) thereof.

ARTICLE I

Definitions

Section 1 "Restrictions Enforcement Committee" shall mean and refer to the Restrictions Enforcement Committee of the Association.

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

Section 2 "Association" shall mean and refer to Timbergrove Manor Civic Club, Inc., a Texas non-profit corporation, its successors and assigns.

Section 3 "The Board" shall mean and refer to the Board of Directors of the Association as defined herein, and their successors as elected by the Members in accordance with the provisions hereof.

Section 4 "By-Laws" shall mean the By-Laws of the Association, as they now exist or as they may be hereafter amended, all of which are incorporated herein by reference for all purposes.

Section 5 "Common Area" shall mean all real and personal property now or hereafter utilized by the Association for the common use and enjoyment of the Owners, including, by way of example and not of limitation, all esplanades within all public or private streets and roadways, street lights, fountains, club houses, including pools and tennis courts, athletic fields, green belt areas, hike and bike trails, waterways, utility easements (other than those located within the perimeter boundary of a Lot, Reserve, or other portion of the Subdivision owned by a person or entity other than the Association). The Common Area shall include all property of the type described herein now owned or hereafter acquired by the Association, whether by purchase or otherwise.

Section 6 "Front Building Setback Line" shall mean the "Building Line" for each Lot as reflected on the recorded plat of the Subdivision.

Section 7 "Lot" shall mean and refer to the individual tracts or parcels reflected on the recorded plat of the Subdivision and specifically described in the introductory portion of this Declaration, which is restricted to residential use by this Declaration.

Section 8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to a Lot but shall not include a mortgagee until such mortgagee has acquired fee title to the Lot in a grant pursuant to a foreclosure or deed or any other proceeding in lieu of foreclosure.

Section 9 "Subdivision" shall mean Section _____ of TIMBERGROVE MANOR, a subdivision out of the John Reinerman Survey in the City of Houston in Harris County, Texas, according to the map or plat thereof recorded among the Official Public Records of Real Property of Harris County, Texas.

ARTICLE II

Restrictions

Section 1 All Lots will be used for single-family residential purposes only, and only one residential dwelling will be constructed or permitted upon each Lot, and no space in any other

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

structure on a Lot will be let, leased, or rented. No Lot shall be subdivided. As used in these Deed Restrictions, the term "Lot" shall mean real property and any dwelling, structure, and all fixtures and other improvements thereon.

Section 2 No Lot shall be used for any type of business or commercial purpose. Business or commercial purpose shall include, but not be limited to, estate sales, garage sales, and/or any other sale, auction or liquidation of personal property from, on, or in any residence, garage, driveway or yard. No Lot shall be used as a hotel or boarding house, nor for storage in connection with any business or enterprise.

Section 3 No noxious or offensive activity of any sort will be permitted, nor will anything be done on any Lot which is or may become a nuisance. No hazardous material or waste may be stored on any Lot or in any structure if such material or waste is of a type or quantity which would, under applicable federal, state, or local law, regulation, or ordinance, require a permit or some other form of registration.

Section 4 No structure will be moved onto any Lot. All structures must be erected on the premises. No structure of a temporary character, mobile home, or shack will be allowed on any Lot at any time, either temporarily or permanently. No carport, trailer, tent, camper, or garage, or other outbuilding (other than guest or servants' quarters) will be used on any Lot at any time as a residence, either temporarily or permanently.

Section 5 Only one residential dwelling will be constructed or permitted for every Lot. All improvements on each Lot must be constructed in accordance with these Deed Restrictions. Any residence will have no more than two and one-half stories or more than one garage (for up to three cars). The ground floor area of multiple story structures will contain no less than 1000 square feet, exclusive of porches, whether open or closed, and exclusive of garage.

Section 6 No beer, wine, liquor, or other alcoholic beverages, controlled substances, or illegal drugs will be sold on any Lot.

Section 7 If a residence located on a Lot covered by these Deed Restrictions is destroyed in whole or in part or rendered uninhabitable by fire, wind, rain, or any other disaster, or is condemned by the City of Houston, or any other governmental entity having jurisdiction, then the owner or owners of the Lot will either begin repair, rebuilding and/or restoration of improvements or the Lot of debris as soon as reasonably practicable but in any event no later than six (6) months of the date of such disaster or condemnation. Upon written application, extensions may be granted by the Restrictions Enforcement Committee, at its discretion.

Section 8 No building material of any kind or character will be stored on any Lot until the owner is ready to commence

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

improvements; and then such materials will be placed within the property lines of the Lot on which the improvements are to be completed, and will not be placed in the streets, or between curbs and property lines. No Lot will be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or as a dumping ground for solid wastes. When new construction or renovation has commenced, it will be the responsibility of the property owner to ensure that an adequate number of trash containers are provided to store construction debris while construction is in progress.

Section 9 Ground cover on each Lot will be maintained so as to present a neat and attractive appearance. Dead trees, shrubs, vines and other plants will be promptly removed, and all vegetation will be maintained so as not to become a nuisance or a hazard.

Section 10 No signs, advertisements, political placards, or billboards shall be erected on any Lot except (i) no more than two signs advertising the premises for sale or rent, (ii) plaques or markers or other types of designation erected or affixed on the property awarded by federal, state or municipal governments, or the Association, or (iii) no more than two signs indicating that the residence or other improvements on the Lot are protected by a security system or service, which signs shall be no further than three feet from the residence itself and no larger than one square foot in area. No sign will be larger than five (5) square feet.

Section 11 No recreational vehicle, camper, boat or trailer shall be parked on any portion of the Lot forward of the residence for more than seventy-two (72) hours in any calendar month. The parking or standing of any vehicle on any portion of the Lot other than on the driveway is prohibited.

Section 12 No garage will be permitted to open onto West 11th Street or Ella Boulevard, except those existing on Ella Boulevard. No fence opening wider than three (3) feet or driveway will be permitted on West 11th Street or Ella Boulevard, except those existing on Ella Boulevard.

Section 13 No construction or alteration for which a building permit is required by the City of Houston shall be commenced without prior approval of the Restrictions Enforcement Committee. All plans and specifications submitted in accordance with this restriction shall be approved by the Committee if the construction or alteration proposed or described therein conform(s) to the requirements of these Deed Restrictions. In the event the Restrictions Enforcement Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of said plans and specifications, approval shall not be required and this restriction shall be deemed to have been fully satisfied. All

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

construction or alterations subject to this restriction must be completed with due diligence and in any event within nine (9) months from the date building materials are placed on the Lot or a building permit is received, whichever occurs first, unless extended in writing by the Restrictions Enforcement Committee.

Section 14 No fence, wall, hedge, pergola or other detached structure, including children's playground equipment, will be erected, grown, or maintained on any part of any Lot forward of the Front Building Setback Line of said Lot.

Section 15 All improvements on any Lot must be of a neat and attractive design, with hip, ridge or gable roofs, the wood painted with not less than two coats of paint or stain.

Section 16 No animals, livestock or poultry of any kind will be raised, bred, or kept on any Lot except dogs, cats, or other common household pets.

Section 17 The Deed Restrictions and covenants set out hereunder will be deemed covenants running with the land, and persons subsequently acquiring title to any Lot will accept title subject to such Deed Restrictions and covenants. The Association or any Lot owner may use any legal means to enforce these Deed Restrictions and covenants.

Section 18 If any part of any restriction is held to be invalid or unenforceable, that holding shall not affect the validity or enforceability of any other part of these Deed Restrictions.

Section 19 No residence, building or other improvement shall be located on any Lot nearer to the Front Building Setback Line or nearer to the side street line than the minimum Building Setback Line shown on the recorded plat for the Subdivision. In any event, no residence, building or other improvement shall be located on any Lot nearer than twenty-five (25) feet to the front street line or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to any interior lot line except that a three (3) foot side yard shall be required for a garage or other permitted accessory building located seventy-five (75) feet or more from the front property line. No single family residence shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

Section 20 No antenna or guy wire shall be maintained on any portion of any Lot forward of the Front Building Setback Line.

Section 21 The height of the garage and/or outbuildings shall not exceed the height of the main dwelling.

Section 22 No garbage or other solid waste will be kept except in sanitary containers and in accordance with all city, county, state and federal regulations and ordinances.

Section 23 All residences in Block 27 of Section 5 must front on Abington Way. The garages must open onto Abington Way. All

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

residences in Block 39 of Section 6 must front on Woodbrook Lane. The garages must open onto Woodbrook Lane.

ARTICLE III

Restrictions Enforcement Committee

Section 1 Creation. The By-Laws provide for the creation of the Restrictions Enforcement Committee, the members of which are to be appointed by the President of the Association, with the approval of the Board, and such provisions are incorporated herein by reference for all purposes.

Section 2 Powers. The Restrictions Enforcement Committee shall have all the powers granted to it in the By-Laws of the Association, as well as all rights, discretion and authority granted to a property owners association or other representative designated by an owner of real property concerning a restrictive covenant, as described in the Texas Property Code, as now existing or as may be hereafter amended. The Restrictions Enforcement Committee shall have the right, power and authority to interpret and enforce the existing Deed Restrictions and the Deed Restrictions set out in this Declaration, and to exercise any and all discretion and authority granted under the existing Deed Restrictions and/or the Deed Restrictions set out in this Declaration.

Section 3 Waiver of Restrictions. The Restrictions Enforcement Committee shall have the discretion, power and authority, upon written request, and by a written document executed by a majority of the members of the Restrictions Enforcement Committee, to grant a waiver or exception of particular provisions of these Deed Restrictions as to any Lot, upon such terms and conditions as the Deed Restrictions Enforcement Committee may determine; provided, however, that the Restrictions Enforcement Committee shall not have the discretion to waive that part of the Deed Restrictions which requires Lots to be used for residential purposes only. Any such waiver or exception may be permanent or temporary, and may be limited to the existing Owner, or may contain such other terms, conditions, or limitations as the Restrictions Enforcement Committee may decide.

Section 4 Notice of Non-Compliance. If the Restrictions Enforcement Committee determines that any Lot is not in compliance with the terms and conditions of these Deed Restrictions, the Committee shall have the right to execute, acknowledge and record among the Real Property Records of Harris County, Texas, a Notice of Non-Compliance (the "Notice"), which shall be signed by one or more of the members of the Restrictions Enforcement Committee, and shall identify the Lot and the particular Section or provision of these Deed Restrictions as to which such Lot is not in compliance.

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

The Notice shall not constitute a cloud upon the title to any Lot. The Owner of each such Lot, on behalf of such Owner and such Owner's successors and assigns, hereby waives any claim, for damages or other relief, against the Restrictions Enforcement Committee, or any of its members, caused by or resulting from the execution or recordation of a Notice of Non-Compliance as described herein.

Section 5 No Conveyance Without Compliance. No Lot within the Subdivision shall be sold, conveyed, assigned, or transferred by the Owner to any other person or entity without a certificate from the Restrictions Enforcement Committee ("Compliance Certificate") evidencing the fact that such Lot, and all improvements and structures thereon are in full and complete compliance with these Deed Restrictions. Any Owner, or any successor or assign of any Owner, desiring to sell, assign or transfer any Lot shall notify the Restrictions Enforcement Committee in writing of such intent and shall request the execution of a Compliance Certificate. If the Restrictions Enforcement Committee determines that such Lot is in compliance with these Deed Restrictions, it shall issue a Compliance Certificate within thirty days after receipt of such request. If the Restrictions Enforcement Committee determines that such Lot is not in compliance with these Deed Restrictions, it shall execute a Notice of Non-Compliance in accordance with the foregoing provisions, within thirty days after receipt of such request. If the Restrictions Enforcement Committee has not

i) issued a Compliance Certificate or (ii) issued and recorded a Notice of Non-Compliance within thirty days after receipt of a request for a Compliance Certificate, then such Lot shall be deemed to be in full compliance with all these Deed Restrictions, a Compliance Certificate shall not be necessary, and the restriction contained in this paragraph shall be deemed to have been fully satisfied.

ARTICLE IV

General Provisions

Section 1 Enforcement. The Association, any Owner, or the Restrictions Enforcement Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and liens now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 Attorney's Fees. In the event the Association, any Owner, or the Restrictions Enforcement Committee shall retain an attorney to enforce any provision of this Declaration, then the

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

Owner of the Lot as to which enforcement is sought shall pay, in addition to all other relief, all reasonable attorney's fees, court costs and other expenses incurred by the Association, any Owner, or the Restrictions Enforcement Committee, or their agents or representatives, in the enforcement of this Declaration.

Section 3 Term. The restrictions, conditions and covenants of this Declaration shall run with the land and shall be binding upon all Owners of land within the Subdivision, their successors and assigns and all persons or parties claiming under them for a period of ten (10) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, during the six-month period prior to the expiration of such initial ten (10) year period or of any successive ten (10) year period, the then Owners of a majority of the Lots in the Subdivision shall have executed and recorded an instrument which terminates this Declaration.

Section 4 Amendment. This Declaration may be amended during the initial or any renewal or extended term hereof by an instrument executed and acknowledged by the Owners of a majority of the Lots within the Subdivision, provided, however, that any of the following amendments require the approval of 75 % of the Owners of all Lots within the Subdivision:

- a. Any amendment which modifies, eliminates or otherwise changes the residential character of any Lot, or which would allow construction or use of improvements on any Lot for any purpose other than as a single-family residence, and
- b. Any amendment which would allow any Lot to be used for any business purpose of any kind.

Section 5 Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by any Owner conveying any Lot in the Subdivision, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of this Declaration.

Section 6 Gender and Grammar. The singular wherever used herein shall be construed to mean and include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall, in all cases, be assumed as though in each case fully expressed.

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

Section 7 Titles. The titles of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

Section 8 Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of the Association and all Owners and occupants of any Lot and their respective heirs, devisees, successors, legal representatives and assigns.

Section 9 Effective Date. This Declaration shall become effective, for each Lot within the Subdivision, when the Owner or Owners of such Lot have signed and acknowledged the signature page hereto, and a copy of this Declaration, bearing the signatures of such Owners is recorded among the Official Public Records of Real Property of Harris County, Texas. This Declaration shall become effective for all Lots within the Subdivision when a majority of the Owners of the Lots within the Subdivision have signed and acknowledged the signature page hereto and a copy of this Declaration, bearing the signatures of such Owners is recorded among the Official Public Records of Real Property of Harris County, Texas.

Section 10 Effect of Declaration. This Declaration is intended to be an amendment of the Existing Restrictions, which are restated herein, as amended, for ease of understanding and enforcement. After the Effective Date of this Declaration, the restrictions set forth herein shall be the sole restrictions, covenants, and reservations (other than those shown on any plat for the Subdivision, all of which shall remain in full force and effect) applicable to each Lot for which this Declaration becomes effective. If this Declaration is

AMENDED DEED RESTRICTIONS FOR TIMBERGROVE MANOR
SECTION 12

not effective for any Lot in the Subdivision, for any reason, such Lot shall continue to be bound by and subject to the Existing Restrictions, and/or, if the Existing Restrictions are not effective for any reason, then, in either of such events, if any Lot in the Subdivision is hereafter conveyed by deed or other document which refers to, incorporates, or provides that such conveyance is subject to this Declaration, then this Declaration, and each of the restrictions described herein, shall be effective as to such Lot from and after the date of such conveyance.

Section 11 Multiple Counterparts. This Declaration may be executed in multiple counter-parts, and the signature pages hereto may consist of multiple counter-parts, each of which shall be deemed to be originals, and all of which taken together shall constitute one document.

Return to the Deed Restrictions Proposed Revisions page