

DECLARATION OF AMENDED DEED RESTRICTIONS FOR
TIMBERGROVE MANOR, SECTION SIX (6)

THE STATE OF TEXAS

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COUNTY OF HARRIS

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WHEREAS, the (*Insert Name of Corporation Here*), A Texas Corporation, caused certain instrument entitled “Deed Restrictions” to be recorded on (_____), as RECORDED DEED RCDS, VOL (_____) P. (_____), of the Deed Records of Harris County, Texas, which instrument imposed various covenants, conditions and restrictions upon the following real property:

All lots in Blocks Twenty Eight (28) through Forty (40), all inclusive, in the Sixth (*6th*) Section of Timbergrove Manor, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume (_____), Page (_____) of the Map Records of Harris County, Texas.

WHEREAS, the Deed Restrictions for TIMBERGROVE MANOR, SECTION SIX (6) provide for amendment by an instrument signed and acknowledged by a Majority of the then owners of the lots in such subdivision and duly recorded in the Official Public Records of Real Property of Harris County, Houston, Texas; and

WHEREAS, owners of lots in TIMBERGROVE MANOR, SECTION SIX (6) desire to amend the Deed Restrictions applicable to TIMBERGROVE MANOR, SECTION SIX (6);

NOW, THEREFORE, the undersigned, being the requisite number of owners of lots in the subdivision, hereby amend the Deed Restrictions applicable to TIMBERGROVE MANOR, SECTION SIX (6). By virtue of this document, all lots shall be subject to the covenants, conditions and restrictions set forth herein, and all such lots shall be improved, sold, used and enjoyed in accordance with the provisions hereof. The provisions of this document shall run with the land and be binding upon all parties who now and hereafter have or claim any right, title or interest in any lot and on the heirs, executors, administrators, successors and assigns of such parties, regardless of the source or manner in which any such right, title or interest is or may be acquired.

1 **DEFINITIONS** – The following definitions shall apply to all words and terms wherever they may appear in this Declaration.

- 1.1 **Accessory Building** shall mean and refer to a Building that is independent of the Residence or garage. All Accessory Buildings shall not be larger than one hundred forty-four (144) square feet in area nor twelve (12) feet in height and shall be maintained in the same manner as the Residence itself.
- 1.2 **Building** shall mean and refer to any structure that stands alone and is completely enclosed, allowing access only through doors and windows, and shall include, but not be limited to, Residences, garages and Accessory Buildings.
- 1.3 **Habitable Attic** shall mean an attic in which the ceiling area at a height of 7’-4” above the attic floor is not less than one-third (1/3) of the area of the floor next below.
- 1.4 **Improvement** shall mean and refer to, but not be limited to, any Accessory Building, driveway, garage, carport, fence or free standing wall.
- 1.5 **Lot** shall mean and refer to an individual tract or parcel reflected on the recorded plat of the Subdivision.
- 1.6 **Majority** shall mean more than one-half (1/2) of property owners. Each Lot shall be entitled to one (1) vote.
- 1.7 **Owner** shall mean and refer to the record owner of fee simple title to a Lot.

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- 1.8 **Person** shall mean a natural person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, joint enterprise, association, and any other legal entity.
- 1.9 **Residence** shall mean and refer to the Building that serves as the primary dwelling on the Lot.
- 1.10 **Resident** shall mean and refer to a person who occupies the Residence on a Lot.
- 1.11 **Single Family** shall mean and refer to a family unit related by the first degree of consanguinity or affinity, or no more than four (4) unrelated persons.
- 1.12 **Story** – The part of a building between any floor and the next higher floor or lower roof line. Where a building is NOT divided into stories, a story shall be considered fifteen (15) feet in height. A habitable attic constitutes one-half (1/2) story for the purposes of this document.
- 1.13 **Subdivision** shall mean and refer to Timbergrove Manor, Section Six (6) out of the (_____) 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, Houston, Texas.
- 1.14 **Timbergrove Manor Civic Club Board of Directors** shall mean and refer to the Officers and Directors of the Timbergrove Manor Civic Club and its successors, as elected by the members of the Timbergrove Manor Civic Club.
- 1.15 **TMCC** shall mean and refer to the Timbergrove Manor Civic Club, a Texas non-profit corporation, its successors and assigns.
- 1.16 **Trailer** shall mean and refer to any device that is designed to be towed by a Vehicle, including but not limited to, a boat trailer, travel trailer, camper, or any closed or open top trailer.
- 1.17 **Vehicle** shall mean and refer to any means of transportation, whether motorized or not, that is designed for the transportation of people or cargo, including but not limited to, an automobile, truck of any kind, motor home, boat of any kind.
- 1.18 **Visible** shall mean that an object so described may be seen by a person six (6) feet tall standing at ground level.

2 RESTRICTIONS.

- 2.1 Allowable Lot Use and Buildings: All Lots and Residences shall be used for single-family residential purposes only. The only Buildings permitted on a Lot shall be one (1) Residence with or without attached garage, one (1) detached garage, and one (1) Accessory Building. As used herein, the term “single family residential purposes” shall mean that the Lot and the Residence on the Lot shall be used by a single family unit as its dwelling place and residence, and the term shall be deemed to prohibit, without limitation, the construction on any Lot of a duplex apartment, a duplex house, a condominium, a townhouse, an apartment house, a hotel, a boarding house, a bed-and-breakfast or any other building for public lodging or multifamily use. In addition, no Building nor portion of any Building on any Lot, other than the Residence, may be leased or rented.
- 2.2 No Lot may be subdivided.
- 2.3 No Lot shall be used for any type of business, professional, or commercial activity of any type unless the business, professional, or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residence on the Lot for single-family residential purposes. These activities shall include, but not be limited to yard sales, and/or any other sale or auction that is open to the general public. As used herein, the term “unobtrusive” means, without limitation, that there is no business, professional, or commercial symbol, structure, logo, icon, flag, sign or advertising displayed for view from outside the Residence; there are no clients, customers, or non-resident employees of the Residence who go to the Lot on any regular basis to assist the Resident in conducting the business, professional, or commercial activity; the conduct of the business, professional, or commercial activity is not otherwise apparent to surrounding Residents by reason of noise, odor, heat, vibration, electrical or electromagnetic interference, vehicular or pedestrian traffic, parked vehicles, storage of business

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- related inventory, or garbage or trash; and no business, professional, or commercial activity is conducted outside of the Residence or any other building on the Lot.
- 2.4 Owner(s) or their heirs shall be allowed to conduct one (1) estate sale for the liquidation of the Owner's personal property, not to exceed three (3) consecutive days, when the Owner must move from their Residence permanently for medical reasons or following the Owner's death.
- 2.5 No mobile home or Improvement of a temporary character such as a shack, shanty, hut, or lean-to shall be allowed on any Lot at any time.
- 2.6 No carport, Trailer, tent, garage, or other building shall be used on any Lot as a Residence or dwelling, or as a guest quarters. However, a travel trailer, motor home, or camper may be used temporarily as a guest quarters for no more than seven (7) days in the aggregate in any thirty (30) day period.
- 2.7 No Trailer or Vehicle shall be constructed, reconstructed or repaired on any Lot if Visible from any Lot or street in the Subdivision. This shall not prohibit repairs to operable personal Vehicles or Trailers that will be completed within forty-eight (48) hours.
- 2.8 No toxic, explosive, flammable, combustible, corrosive, radioactive, or other hazardous materials or waste products shall be used or stored on any Lot which would, under applicable federal, state, or local law, regulation, or ordinance, require a permit or some other form of registration.
- 2.9 No beer, wine, liquor, or other alcoholic beverages, or controlled substances shall be sold on any Lot.
- 2.10 No noxious or offensive activity shall be permitted on any Lot, nor shall any activity be conducted, performed, or take place on any Lot that is, or may become, a nuisance.
- 2.11 All Vehicles, Trailers, and motor homes parked on a Lot shall be parked on a driveway or in a garage. No Trailer, inoperable Vehicle, or motor home shall be parked on any portion of any Lot so as to be Visible from any street in the Subdivision for more than ninety-six (96) hours in any thirty (30) day period. Inoperable Vehicle shall include the following but not be limited to:
- (a) it does not have fully inflated tires, or
 - (b) it is on a jack, blocks or the like.
- 2.12 Any Vehicle that meets any of the following descriptions shall not be parked on any portion of any Lot at any time:
- (a) Vehicles having more than a single rear axle;
 - (b) Vehicles designed primarily for towing or transporting another motor vehicle;
 - (c) Construction equipment;
 - (d) Vehicles designed primarily for commercial hauling of building materials, trash, debris or cargo;
 - (e) Commercial food vending Vehicles.
 - (f) This restriction shall not apply to garaged Vehicles, nor to Vehicles operated by a third party during the period of time such Vehicles are being used to provide services to the Lot.
- 2.13 No animals of any kind shall be raised, bred, or kept on any Lot except dogs, cats and other common household pets.
- 2.14 Storage on Lot: No Lot shall be used for storage of material or equipment of any kind except for material and equipment that is (i) incidental to the construction of Improvements thereon, or (ii) a reasonable and customary requirement for residential maintenance or repairs.
- 2.15 Signs: No signs shall be displayed or affixed for public view on any Lot forward of the Residence except: A maximum of three (3) signs relating to political candidates or political issues; provided, however, such signs may be displayed no earlier than forty-five (45) days (inclusive of the number of days the polls are open for early voting) prior to the date of the election to which the sign pertains, and ending two (2) days after the date of said election, or two (2) days after the date of any runoff election to which the signs pertain. The following are additional signs that are permitted:
- (a) A single sign advertising a residence and/or Lot for sale, lease or rent. A plaque and/or marker awarded by or provided by a governmental entity or the TMCC.
 - (b) A sign exhibiting a celebratory, patriotic or commemorative message, a holiday greeting, or a Resident's affiliation with a charitable, educational, fraternal, or religious organization.

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- (c) A sign indicating that the premises are protected by a security system or service, provided that said sign is situated no farther than three (3) feet forward of the residence.
 - (d) No sign authorized in paragraphs 2.15 through 2.15(b) above shall be larger than five (5) square feet and no sign authorized in paragraph 2.15(c) above shall be larger than one (1) square foot.
 - (e) No sign of any kind shall be placed within the public right-of-way located between the street and the sidewalk.
- 2.16 All Residences to be erected in Block 39 must front on Woodbrook Lane. Garages must also open on Woodbrook Lane. No garage will be permitted to open on West 11th Street nor will a driveway or fence opening be permitted on West 11th Street.

3 CONSTRUCTION, REMODELING AND RENOVATIONS.

- 3.1 General Requirements: Residences and Improvements shall be designed, constructed and finished so that their appearance is neat, attractive and in conformity with the general architectural harmony of the Subdivision.
- 3.2 Residences and garages shall be constructed on the Lot, and no Residence or garage shall be moved onto a Lot from another location.
- 3.3 Residences shall be constructed with a slab on grade, pier and beam, or other foundation design that meets applicable building codes for a permanent Residence.
- 3.4 At least sixty-six (66) percent of the exterior wall surface area of any new residence shall be finished in brick or dressed stone veneer. In computing this percentage, all gables, windows, door openings and rear facing walls shall be excluded from the exterior wall surface area. Brick or dressed stone veneer used on one (1) wall of an attached garage may be included in calculation.
- 3.5 Residences and detached garages shall be constructed with hip and/or gable roofs.
- 3.6 All exterior wood and unfinished surfaces (excluding brick, stone or other building material for which paint would be an inappropriate surface treatment), excluding fences, shall be painted, stained or sealed.
- 3.7 Residences shall not exceed a vertical height of thirty (30) feet or two (2) stories. The height of Residences shall be measured from the lowest finished floor, as required by regulatory agencies, to the top of the highest roof ridge.
- 3.8 Garages and Driveways: All driveways shall be constructed with a solid surface of concrete, brick or stone product, and shall not be finished with loose material. The use of impervious paving shall not exceed forty-nine (49) percent of the lot area from the front building setback line to the sidewalk. The height of a detached garage shall not exceed twenty (20) feet. No garage shall be constructed to hold more than four (4) Vehicles.
- 3.9 Setback Requirements: No Residence shall be located on any Lot nearer to the front property line than the minimum Front Building Setback Line shown on the recorded plat; and no Residence shall be located on any Lot nearer to the side street than the minimum Side Setback Line shown on the recorded plat.
- 3.10 No fence, wall, or children's playground equipment, except tree swings, shall be erected on any Lot forward of the Front Building Setback Line.
- 3.11 No Building shall be located nearer than five (5) feet to any interior Lot line, except that a detached garage or Accessory Building, which is located at least seventy-five (75) feet from the front property line, shall not be built nearer than three (3) feet from any side of the Lot line.
- 3.12 No Residence in the Subdivision shall be located on any Lot nearer than twenty-five (25) feet to the rear Lot line.
- 3.13 Skirting of Elevated Residences: Any Residence built with pier and beam construction or other construction technique permitted by prevailing City of Houston building codes that elevate the Residence or any portion of the Residence off the ground shall include solid wall skirting under all portions of the Residence so elevated and shall extend to the ground, with required allowances for

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- drainage. The skirting shall be constructed of materials matching and/or consistent with the exterior finish of the Residence.
- 3.14 Carports and Porte-Cocheres: All carports and porte-cocheres shall have a peaked or pitched roof and shall be designed, constructed and finished in a manner that conforms to the general architectural appearance of the Residence.
- 3.15 Fences and Walls: Perimeter fences and walls shall not exceed eight (8) feet in height.
- 3.16 Antennas: No exterior antenna, aerial, satellite dish antenna or other device for receiving television, radio, satellite or other electronic signal of any kind shall be placed, allowed or maintained on any Lot or Residence if doing so would make it Visible from any street in the Subdivision unless it is not possible to receive an adequate signal from a location that is not Visible from a street in the Subdivision. No satellite dish antenna shall exceed one (1) meter in diameter.
- 3.17 Storage of Construction Material and Equipment: Material and equipment to be used for construction on the Lot shall not be stored on the Lot until construction is ready to commence and then shall be placed within the property lines of the Lot on which construction is to be completed. Such materials shall not be placed on the street. No Lot shall be used as a dumping ground for solid waste.
- 3.18 No Residence shall be facing Ella Blvd.
- 3.19 Once construction work has begun it shall be diligently pursued to completion and not to exceed twelve (12) months. Alternatively, the damaged or destroyed Residence or Improvement shall be razed not later than nine (9) months following the date of the casualty event that caused the damage or demolition. In the event that the Residence or Improvement on a Lot is condemned by the City of Houston or any other governmental entity having jurisdiction, the Owner shall cause the condemned Residence or Improvement to be razed no later than six (6) months following the date of the condemnation order or any earlier date specified by the City of Houston or other governmental entity issuing the condemnation order.

4 ARCHITECTURAL REVIEW.

- 4.1 There is hereby created an Architectural Review Committee (“ARC”), which shall be composed of at least three (3) members, who shall be appointed by the Timbergrove Manor Civic Club Board of Directors. The members shall all be Resident Owners in Timbergrove Manor. The members of said committee shall serve one (1) year terms. No member of the committee shall be entitled to any compensation for services performed pursuant to this instrument.
- 4.2 Written approval of the ARC shall be required prior to:
- (a) Construction or relocation of any Building; or
 - (b) Remodeling of any Building that results in changes to any external dimensions; or
 - (c) Construction of driveways or concrete aprons.
- 4.3 The ARC shall be responsible for reviewing plans for such projects to determine if the resulting structure will comply with the Restrictions contained in this Declaration. The ARC shall approve plans submitted for review in accordance with this section if the planned construction, relocation or remodeling can be expected to comply with the provisions of this Declaration. The ARC may grant a variance for specific Restrictions in paragraph 3 (“Construction, Remodeling and Renovations”) when required due to unusual topography, natural obstructions, lot dimensions, or environmental concerns, and when the specific variance is requested in writing. In the event that approval of plans is not granted, the ARC shall specify with which provisions in this Declaration the submitted plans do not comply.
- 4.4 The ARC shall indicate in writing within thirty (30) days after receiving said plans if said plans are in compliance with this Declaration. Plans submitted to the ARC should be sent via a method that confirms delivery, or the Owner and/or Resident should obtain a written receipt from the ARC acknowledging delivery of their plans. In the event that the ARC has not furnished the Owner and/or Resident with a written statement of its decision within thirty (30) days of receipt of said plans then

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said plans will be deemed to have been approved and the Owner and/or Resident may commence construction.

- 4.5 Owners shall have the right to appeal decisions of the ARC to the Timbergrove Manor Civic Club Board of Directors. Appeals shall be submitted to the TMCC Board of Directors in writing and shall contain:
- (a) A brief explanation of the reason for the appeal;
 - (b) Any supporting materials; and
 - (c) The address and telephone number where the Owner and/or Resident can be contacted.

The Timbergrove Manor Civic Club Board of Directors shall review the appeal within thirty (30) days of receipt of the appeal and shall notify the appealing party in writing as to the TMCC Board of Directors' decision regarding the appeal within fourteen (14) days of the meeting at which the appeal was reviewed. In the event that the TMCC Board of Directors fails to notify the appealing party about its decision by such deadline, the appeal shall be deemed to have been decided in favor of the appealing party.

5 MAINTENANCE.

- 5.1 Exterior surfaces of all Residences and Improvements shall be maintained in a neat and attractive manner.
- 5.2 Landscaping shall be maintained on each Lot so as to present a neat and attractive appearance. Dead vegetation shall be promptly removed and all vegetation shall be maintained so as not to become a nuisance or hazard.
- 5.3 Landscaping forward of the Front or Side Building Setback Line shall be planted and maintained in a manner that does not obscure a driver's view or in a manner that may impair safety.

6 COMPLIANCE OF EXISTING IMPROVEMENTS.

- 6.1 Any Residence or Improvement that exists on any Lot in the Subdivision that was in compliance with the Deed Restrictions in effect immediately prior to the effective date of this Declaration shall be deemed in compliance with the covenants and restrictions in this Declaration on such effective date.
- 6.2 Any Residence or Improvement that existed on any Lot in the Subdivision prior to the effective date of this Declaration that is not in compliance with the Restrictions herein shall not be required to be modified or removed. However, a non-conforming Residence or Improvement shall not be enlarged, expanded, or extended. If a non-conforming Residence or Improvement is voluntarily removed after the effective date of this Declaration, the Residence or Improvement so removed may not be replaced or reconstructed in a manner that is inconsistent with any of the provisions of this Declaration.
- 6.3 Nothing contained in paragraphs 6.1 or 6.2 above shall allow, or be construed to allow, any use or maintenance of a Lot that would constitute a violation of the restrictions contained in Section 2 ("RESTRICTIONS") or Section 5 ("MAINTENANCE") of this Declaration. All Lots in the Subdivision shall be used and maintained in conformance with the provisions of this Declaration.

7 GENERAL PROVISIONS.

- 7.1 Any Lot Owner and/or TMCC may enforce, by any proceeding at law or in equity, the restrictions and covenants contained in this Declaration.
- 7.2 In the event any Lot Owner and/or TMCC brings an action to enforce any provision of this Declaration or to recover damages for a violation of any provision of this Declaration, then the prevailing party shall have the right to recover reasonable attorney's fees and court costs from the non-prevailing party.

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- 7.3 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within any Lot. Nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.
- 7.4 This Declaration may be terminated by an instrument executed and acknowledged by Owners representing not less than Majority of the Lots then subject to the provisions of this Declaration.
- 7.5 This Declaration may be amended by an instrument executed and acknowledged by Owners representing not less than the Majority of Lots then subject to the provisions of this Declaration.
- 7.6 For the purpose of voting on an amendment document, there shall be one (1) vote cast for each Lot by the Owner(s).
- 7.7 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 to titles contained therein shall be subject to the terms and provisions of this Declaration.
- 7.8 The captions and headings in this Declaration are inserted for convenience only and shall have no bearing upon the interpretation thereof.
- 7.9 The restriction and covenants set forth in this Declaration shall be deemed covenants running with the land, and persons subsequently acquiring title to any Lot shall be deemed to have accepted title subject to all said restrictions and covenants.
- 7.10 The terms and provisions of this Declaration shall apply to, be binding upon, and inure to all Owners, Residents, their heirs, executors, administrators, successors and assigns.
- 7.11 If any provisions of this Declaration shall be determined, legislatively or judicially, to be invalid, unlawful, or unenforceable in whole or in part, the remainder of this Declaration shall not be affected, and shall continue to be fully valid, lawful and enforceable.
- 7.12 Failure to enforce any provision of this Declaration shall not in any way be construed as a waiver of such provision as to any future violation thereof, nor prevent the enforcement of any other provision of this Declaration at such time or at any time thereafter.
- 7.13 The approval of any plans and specifications submitted to the ARC shall be made on the basis of conformity of said plans and specifications to the restrictions and covenants set forth in this Declaration. Neither the ARC nor the TMCC Board of Directors shall bear any responsibility for ensuring the structural integrity, soundness or safety of approved construction or modifications or for ensuring compliance with applicable building or other government imposed requirements. The ARC and the TMCC Board of Directors shall not be liable for: (i) any injury, damages, or loss arising out of, or related to, the manner or quality of approved construction, or (ii) any action or failure to act in connection with any approval or disapproval including, without limitation, errors in judgment or negligence. Assurance of compliance with, and conformity to, all applicable building codes and other government-imposed requirements shall be the sole responsibility of the Owner, its agents and contractors.

8 TERM.

- 8.1 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, 2027, at which time they shall be automatically 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, Houston, Texas agreeing to change these restrictions, covenants and conditions in whole or in part.

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