

TYNEWOOD

PROTECTIVE CONTROL DOCUMENT

1512950

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT ROY E. HARRIS and R. W. SIMMER, hereinafter called Grantors, being the Owners of that 58.7718 acre tract in the John D. Taylor Survey, in Harris County, Texas, which tract is now platted into that certain subdivision known as TYNEWOOD, according to the map or plat thereof, filed for record in the office of the County Clerk of Harris County, Texas, on July 6th, 1955, under Clerk's file No. 1451384; and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said TYNEWOOD, providing protection of and for the benefit of the present and future owners of lots in TYNEWOOD, do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in TYNEWOOD, and each contract or deed which may be hereafter executed with regard to any of said lots in TYNEWOOD, shall be conclusively construed to have been executed, delivered and accepted subject to the following reservations, restriction, covenants, easements, liens and charges, the same as if such reservations, restrictions, covenants, easements, liens and charges were fully set forth in such contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes and roads to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in Grantor the following rights, title and easements, which reservations shall be considered a part of and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof:

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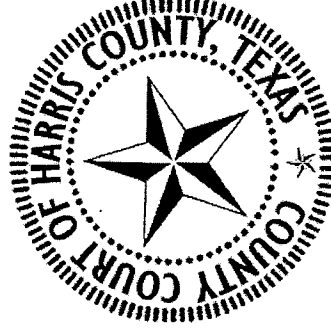
A Certified Copy

Attest: 12/6/2012

Stan Stanart, County Clerk
Harris County, Texas

Isabel C. Garcia
Isabel C. Garcia

Deputy



1. The several streets, drives, lanes and roads as shown on said map or plat are hereby dedicated to the use of the public.
2. Grantor reserves the utility easements and rights-of-way, as shown on the aforesaid map of TYNEWOOD, recorded in Harris County Map Records, to which map and the record thereof reference is hereby made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers, or any other utility or services which Grantor may find necessary for the proper service of lots in TYNEWOOD.
3. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway right-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Harris County, Texas, or incorporated in the deed from Grantor conveying the site to be so restricted or subjected to such easement or right-of-way.
4. Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.
5. It shall be and is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in said TYNEWOOD by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Grantor or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other

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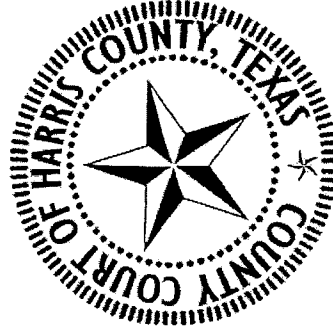
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portions of TYNEWOOD, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any governmental authority, or to any public service corporation, or to any other party, is hereby expressly reserved to Grantor.

THE TYNEWOOD COMMITTEE

A Committee composed of ROY E. HARRIS, R. W. SIMMER and BLISS ALEXANDER shall serve as the TYNEWOOD COMMITTEE to protect and assure all property owners in TYNEWOOD against depreciation of property values within TYNEWOOD having full authority to:

1. Enforce, by appropriate proceedings, the covenants and restrictions herein.
2. Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions or by reason of failure to pay the maintenance charges herein provided for.
3. Approve or reject plans and specifications to be erected in TYNEWOOD, all of which must be submitted to it for approval prior to the commencement of construction of any such improvements, in accordance with these restrictions.

The TYNEWOOD COMMITTEE shall serve until January 1st, 1963, at which time a committee composed of the then owners of lots in TYNEWOOD shall assume the duties outlined herein. The said TYNEWOOD COMMITTEE may at any time, from time to time, provide such rules and regulations as it deems necessary for its administration. The Committee members may appoint and designate substitute or successor members from time to time. Such committee members shall receive no compensation for their services and shall be absolved from all liability in connection therewith, and may resign at will.

TYNEWOOD MAINTENANCE FUND COMMITTEE

At such time as seventy-five percent (75%) of the lots in TYNEWOOD be sold, the then owners may by vote, as hereinafter provided, appoint or elect a committee of three (3) members to collect and expend the maintenance fund hereinafter set forth in accordance with the terms hereof. And to enforce or release any

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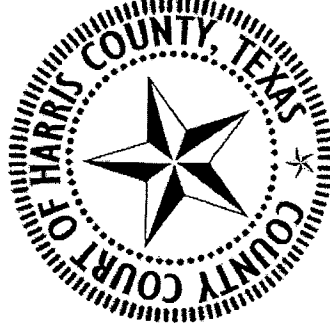
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lien imposed on any part of this subdivision by reason of a failure to pay the maintenance charges herein provided for. Each owner shall be entitled to one vote for each lot to which he then holds record title. A majority of the votes cast shall elect the members. Members may be replaced on written request of ten (10) or more lot owners in TYNEWOOD by a new vote of lot owners.

MAINTENANCE FUND

All of the lots in TYNEWOOD are hereby subjected to an annual maintenance charge for a period of twenty-five (25) years, beginning January 1st, 1957, for the purpose of creating a fund to be known as the "Maintenance Fund", to be paid by the owners of each and all of the sites in said subdivision, annually, in advance, upon the first day of January of each year, beginning January 1st, 1957. Said maintenance charge shall not exceed \$60.00 per lot for any one year. The amount of said charge will be determined by the TYNEWOOD MAINTENANCE FUND COMMITTEE during the month next preceeding the due date of said charge. The maintenance charges levied by the TYNEWOOD MAINTENANCE FUND shall be paid to the said Maintenance Committee, and shall be held by it in trust and used for the benefit of all owners in TYNEWOOD, and such sum may be expended by the TYNEWOOD MAINTENANCE FUND COMMITTEE for any purpose, which in its judgment, will be most effective in maintaining the property values in TYNEWOOD, including, but not by way of limitation, the lighting, improving and maintaining the streets and roads in TYNEWOOD, collecting and disposing of garbage, ashes, or other refuse in TYNEWOOD, employing policemen and/or watchman, caring for vacant lots and trees thereon, "fogging", or spraying for control of mosquitos and other insects, and in doing any other thing necessary or desirable, which, in the opinion of the TYNEWOOD MAINTENANCE FUND COMMITTEE, will keep the property neat and presentable, or for any other purpose which the Committee considers will benefit the owners or occupants of property in TYNEWOOD.

Grantor agrees to pay the Maintenance charge for all unsold lots in TYNEWOOD.

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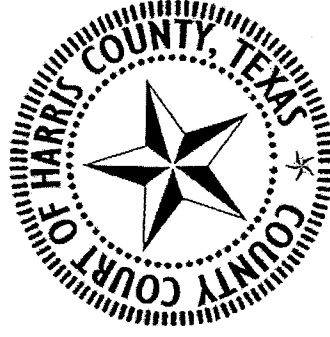
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Isabel C. Garcia

Deputy



To secure the payment of said Maintenance Charge, a Vendor's Lien is retained against each lot in TYNEWOOD.

RESTRICTIONS

1. APPROVAL OF RESIDENCE BEFORE CONSTRUCTION. No buildings or structures (including, but not by way of limitation, air-conditioning towers, and swimming pools) or any additions thereto, or any alterations thereof, shall be erected, renovated, or reconstructed, placed or suffered to remain upon said premises until the TYNEWOOD Committee shall have approved in writing the architect's detailed plans and specifications, together with the outside color scheme, which plans and specifications must accurately reflect the size, location, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and the location of same with respect to the lot lines, and front and side setback lines, and the outside color scheme to be used on any improvements to be erected in TYNEWOOD. A true copy of all such plans and specifications and details shall be lodged permanently with the TYNEWOOD COMMITTEE and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications, PROVIDED, HOWEVER, that the TYNEWOOD COMMITTEE must give its disapproval of such plans and specifications in writing within fifteen (15) days after submission of same or its approval shall be implied.

2. SETBACK PROVISIONS:

(a) No building shall be located nearer to the front lot lines nor nearer to the side street lines than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot or site nearer than fifty feet (50') to the front lot line, nor nearer than twenty feet (20') to any side line of any lot or building site. If any two or more lots or fractions thereof, are consolidated into one homestead, in conformity with the provisions of paragraph five (5) hereof, the building setback restrictions

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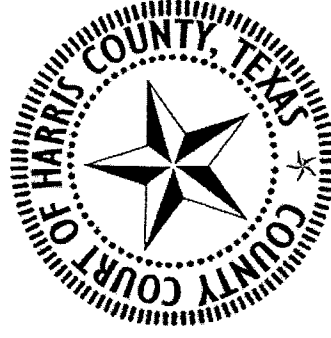
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shall be deemed to apply to such resultant homesite as if it were one original lot, however, the TYNEWOOD COMMITTEE may in the best interest of the subdivision make special exception to the building lines in unusual cases.

(b) No garage placed on any lot or building site in TYNEWOOD may face or open toward any street on which such lot or building site abuts except with the written consent of the TYNEWOOD COMMITTEE.

(c) No fence, wall, hedge or gas meter shall be placed on any lot in TYNEWOOD nearer to the streets in said subdivision than is permitted for the main residence on such lots, except that the lots immediately adjacent to Piney Point Road, Memorial Drive and Greenbay may be placed nearer on written approval of TYNEWOOD COMMITTEE.

(d) Grantor reserves the right to modify the building setback lines herein contained on any unsold lots in TYNEWOOD.

3. MINIMUM COST OF IMPROVEMENTS: Any residence constructed in TYNEWOOD must have a minimum floor area of not less than 2000 square feet, exclusive of open or screened porches, driveways, car-ports, garages and servants quarters, and such residence shall have a minimum of 51% brick, brick veneer, stone or masonry in the outside walls.

4. Any person owning two or more adjoining lots in TYNEWOOD may consolidate such lots or portions thereof into building sites, with the privilege of erecting improvements, as permitted herein on the resulting building site, provided that such consolidated building site shall have a minimum of 22,500 square feet.

5. Except as set out in the next following paragraph hereof, all lots or building sites in TYNEWOOD shall be used for single family residential purposes only, and no structure shall be altered, placed, erected or permitted to remain on any lot or building site except one single family residence, which shall not exceed two (2) stories in height, and a private garage, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters only for bona fide

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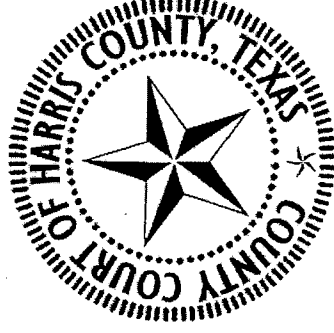
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Deputy



servants.

6. Until Grantors have sold all of the lots in TYNEWOOD, field offices may be located and maintained on a lot or lots of Grantors choice, the location of which field office may be changed from time to time as lots are sold, for a period not to exceed ~~three (3)~~ ^{five (5)} years from the date hereof.

7. Except for the above mentioned office, no trailer, tent, shack or other temporary structure shall ever be erected on any lot, and no temporary building, basement, garage or other out-building erected on any lot shall at any time be used for human habitation (except for bona fide servants, as herein stated) temporarily or permanently.

8. No nuisance shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the TYNEWOOD COMMITTEE shall be the sole and exclusive judge as to what constitutes a nuisance.

9. No sheep, goats, horses, cattle, swine, chickens or live-stock of any kind shall ever be kept or harbored on any part of said property, except that bona fide domestic pets may be kept, unless and until such pet or pets shall be determined to be a nuisance by the TYNEWOOD COMMITTEE as provided in paragraph 8 above.

10. No trash, manure, garbage, putrescible matter, or debris of any kind shall be dumped or permitted to accumulate on any lot, nor may any of such materials be burned on the premises except in an incinerator designed for the purpose and approved by the TYNEWOOD COMMITTEE.

11. Each owner of a lot in TYNEWOOD binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself, to keep the grass, vegetation and weeds on his lot out as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in TYNEWOOD should in the opinion of the TYNEWOOD COMMITTEE, fail to maintain his lot in a neat and attractive manner, said

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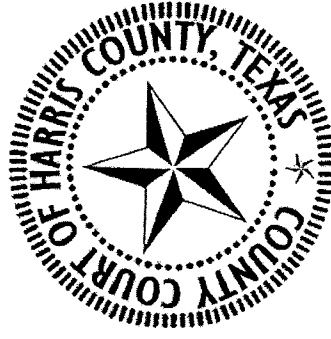
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Committee will notify such owner in writing of any objectionable or detrimental condition existing on such lot and request such owner to eliminate same. In the event any such owner shall fail to eliminate any objectionable or unattractive conditions existing on such owner's lot within fifteen (15) days after receipt of written notice from the TYNEWOOD COMMITTEE specifying such objectionable or detrimental conditions, then, in such event, the TYNEWOOD COMMITTEE is authorized to eliminate such conditions and charge the cost of same to such lot owner, and the payment of any such expense incurred by the TYNEWOOD COMMITTEE in such case shall be secured in the same manner as the Maintenance charge hereinabove provided for.

12. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any lot without the consent in writing of the TYNEWOOD COMMITTEE. Grantor or members of the TYNEWOOD COMMITTEE shall have the right to remove any such sign, advertisement, or billboard or advertising structure which is placed on any lot without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or any other tort in connection with, or arising from such removal.

13. No radio or television aerial, pole or other framework, structure or device, which will project more than ten (10') feet above the uppermost roof line of the residence shall be erected on any lot or attached to any of the improvements thereon.

14. No privy, cesspool, septic tank or water system shall be erected or maintained on any part of the property in TYNEWOOD.

15. Reserve "A" as shown on the recorded plat is expressly excluded from these restrictions.

16. Lot Fifty Nine (59) in Block Four (4) is hereby expressly excluded from these restrictions, conditions and covenants, so long as it is used for a utility site. In the event such lot is abandoned as a utility site, then all restrictions, conditions and covenants herein shall forthwith apply to said lot.

17. These covenants and restrictions shall run with the land,

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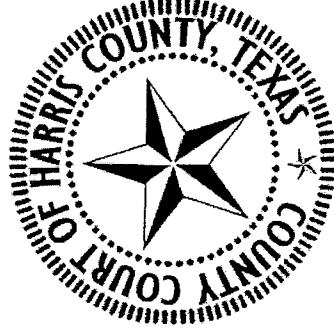
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Deputy



and shall be binding on Grantors, their heirs and assigns, and all persons or parties claiming under it, for a period of Twenty-five (25) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such ten (10) year period the then owners of a majority of lots in TYNEWOOD shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten (10) year period in which it is executed and recorded.

18. If the Grantor herein, or any of its successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for the TYNEWOOD COMMITTEE on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interest may appear.

19. In the event any one, or more, of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become, or be held invalid, by reason by abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this the 12th day of July, 1955.

Roy E. Harris
ROY E. HARRIS

R. W. SUMNER
R. W. SUMNER

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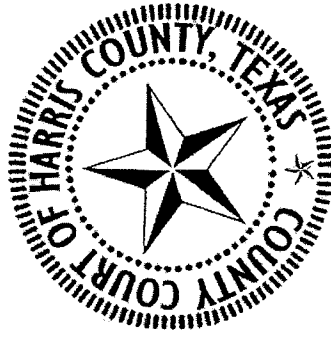
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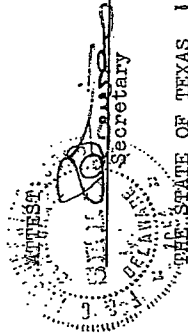


THE undersigned do hereby join in the execution hereof assenting thereto and subordinating any liens held to this instrument, however, the Maintenance Fund set forth herein shall be and is second, junior and inferior to the liens held by the undersigned.

Hettie Brown
HETTIE BROWN

C. C. Brown
C. C. BROWN

F. A. Stamper, Trustee
F. A. STAMPER, Trustee



F & C ENGINEERING CO.

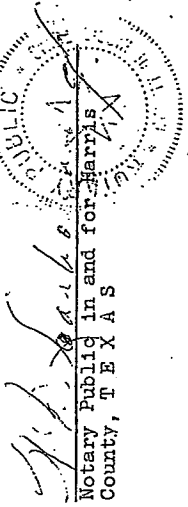
By: Stan Stanart
President

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROY E. HARRIS and R. W. SIMMER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of November, 1955.



THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. A. STAMPER, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Trustee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of October, 1955.

John M. Shell
Notary Public in and for Harris
County, TEXAS

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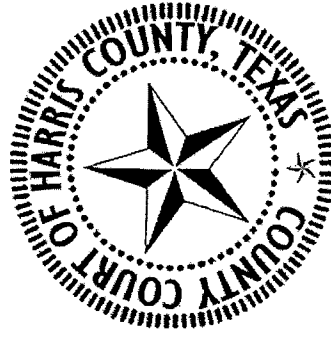
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Harris County, Texas

Isabel C. Garcia
Isabel C. Garcia

Deputy



THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this day personally appeared C. C. BROWN and wife, HETTIE BROWN, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said HETTIE BROWN having been examined by me privily and apart from her said husband and having the same fully explained to her, she, the said HETTIE BROWN acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of October, 1955.

John Lollman
Notary Public in and for Harris
County, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
O. H. Chambliss
President of F & C ENGINEERING CO., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of December, 1955.

Frank J. Miller
Notary Public in and for Harris
County, TEXAS

Filed for Record Nov. 7, 1955

Recorded Dec. 8, 1955

W. D. MILLER, Clerk County Court, Harris County, Texas

By James M. Chesser Deputy

at 3:30 o'clock P. M.

at 9:36 o'clock A. M.

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