

# **Tower Oaks Subdivision Deed Restrictions**

(Deed records C781572, vol. 7347, pgs 228-254)

NOTE: The following Deed Restrictions have been re-typed for ease of reading only. The full 1968 original version of our Restrictive Covenant, filed in Harris County, is available through a link on our website's Deed Restriction page at [www.toweroaks.org](http://www.toweroaks.org)

1. All these restrictions, easements and agreements are covenants that run with the land. They are for the protection, use and benefit of all parties hereto, and each and every purchaser of any lot or lots in said subdivisions, their heirs, assigns and legal representatives, and shall be binding on all such persons and all others claiming under them for a period of fifty (50) years from date hereof, and after such time these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the majority of the then owners of the said lots has been recorded agreeing to change the said covenants in whole or in part, provided, however, that fifty -one per cent (51%) of the lot owners at any time may amend or change these restrictions as they in their discretion may see fit to be effective by a proper instrument duly executed, acknowledged and filed for record as aforesaid.

2. It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said properties by, through, or under same, shall ever be construed a waiver of the operation or enforcement of these covenants. It is further provided that the invalidation of any one or more of these covenants or restrictions, or any part thereof by a judgment or other court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

3. It is expressly understood that all lots and land in this subdivision shall be known and described as a residential lots and property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purpose.

4. No more than one single family residential dwelling shall be built on any one lot, except however, that any lot having more than 210 feet frontage on any street may be divided into two equal parts by a line perpendicular to the middle of the road fronting said lot and after being so divided may have a single family residential dwelling upon each half, provided further, however, that said dwelling on each lot shall not be closer that Twenty-Five (25) feet to such dividing line, and providing further that all other restrictions herein shall apply to each half.

5. No building shall be erected, placed, or altered upon any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by the architectural committee as to quality of workmanship and materials and to conformity and harmony of external design with the existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation. Such Committee of five shall be appointed by the Tower Oaks Civic Club for a term of two years.

6. A majority of the Committee may designate a representative to act for each. In the event of death or resignation of any member of the Committee, The Tower Oaks Civic Club shall have full authority to designate a successor for such decedent. Neither the members, nor its designated representatives 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 instrument to change the membership of the Committee, or to withdraw from the Committee, or restore to it any of its powers and duties.

7. The said Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications and plot plan 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 have been deemed to have been fully complied with.

8. No animals, livestock, poultry dogs, cats and such may be kept or permitted on the premises, except as pets or for domestic use. It is expressly understood that none of such animals shall ever be kept, bred, or maintained for any commercial purposes. It is further understood in this connection that the number of animals may be limited at any time by the said control committee. In this connection it is further understood in this connection that all barns, stables, and outhouses must be placed and so situated that no part of them is closer to the front of said lot than a line parallel to the front property line lying at the rear of the principal dwelling situated on said lot. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets to become a nuisance or obnoxious to the occupants of neighboring property, or to become a hazard to the health, welfare and well being of the community. All such structures and shelters for animals and pets shall conform to the structures in the neighborhood and shall not be maintained in any unsightly manner. It is further understood that no hogs, swine or goats shall be kept on any part of said property for any purpose whatsoever.

9. No residential structure shall be erected or placed on any lot that has actual living space of less than 1,600 square feet, exclusive of porches and garages.

10. No trailer, basement, tent, shack, garage, barn or other building or outbuilding erected on any lot shall at any time be used for residential purposes, either temporarily or permanently. No structure of whatever character, including the structures built for residential purposes, shall ever be occupied or used for such residential purposes until the same is completed outside. No second-hand houses shall be moved around on any lot.

11. No advertising signs or billboards shall be placed upon any lot in this addition, except that the developer or property owner may place such signs as may be appropriate and necessary for the sale and development of the property or sale of pets.

12. Easements affecting all lots in this tract are reserved as shown on the recorded plat above referred to for the installation and maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat, there is hereby designated and, dedicated for the use of all public utilities companies an unobstructed aerial easement Twenty (20) feet wide from a plane Twenty (20) feet above the ground upward centered on the ground easement for such public utilities companies as shown and designated on said plat. In this connection it is also understood and recited that there is a Thirty (30) foot drainage easement on the west side of this tract as designated by said plat.

13. No building or structure shall be located closer than Fifty (50) feet to the front line of each residential lot or nearer to the side street lines than Twenty-five (25) feet. Eaves, steps and open

porches shall not be considered as part of a building, but this definition shall not permit any portion of a building, including the aforesaid, to encroach upon an adjoining lot, except when two or more adjacent lots are used as one building plot.

14. No residence of any kind shall be erected closer than Twenty-five (25) feet to the side property lines.

15. No cesspools shall ever be dug, used, or maintained on any of such lots, and all toilets shall be connected with a septic tank until such time as sanitary service may be available for use in connection with said lots. The drainage of septic tanks into roads, streets, or other public ditches, either directly or indirectly, is strictly prohibited. All drain lines and septic field lines shall not be closer than Twenty-Five (25) feet of property lines.

16. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residences, or other structures, is five (5) months, and in allowing this length of time consideration is given to situations that might arise from said improvements being constructed by a purchaser in his spare time. Any failure to comply with this provision by not completing his structure within such time shall be construed a violation hereof and shall entitle any party hereto, or any party in interest, to maintain an action by mandatory injunction or for damages, or for both.

17. No materials shall be stored upon any of the lots except where the same is to be used for the construction of improvements thereon, and in any event, only while operations for the construction if improvements are in progress. No trash, ashes, cinders, or other refuse shall be thrown upon any vacant tract, or upon any street, or upon any reserved area in any part of said subdivision. It is provided, however, that materials which are contemplated to be used in the erection of a home, buildings or otherwise may be stored on the rear Fifty (50) feet of any lot, but not closer than Twenty-five (25) feet to the side property lines.

18. No vehicle, other than those used for personal pleasure and classified as lightweight vehicles, shall occupy residential premises. The period of time that an immobile vehicle may occupy an area without obvious repair or improvement shall be limited to 30 days.

19. The exterior of all residential structures shall be of at least 2/3 masonry construction and shall be completely and permanently finished, and if any part of such exterior is wood or material requiring painting, then same shall be finished. No residence, building or other structure shall be deemed completed under the terms hereof until this provision must be approved by the Architectural Committee. It is further understood that no driveway or culvert from the road to any lot shall have an opening of less than Eighteen (18) inches in diameter to provide for the free drainage in and along said ditches.

20. All property shall at all times be maintained in such a manner as not to be unsightly or constitute a fire hazard or health menace or breeding place for snakes and varmints, and this restriction shall be applied irrespective whether or not any dwelling or structures have been erected on said property. Unimproved property must be mowed or cleared of underbrush a minimum of once each calendar year. If property owner fails to comply with this provision, then the Tower Oaks Civic Club shall have authority to cause said property to be mowed and collect from property owner for the cost of same.

21. It is understood that by the acceptance or the execution of any contract for deed, conveyance, or deed, the purchaser or grantee thereof, whether a corporation, partnership, firm, or otherwise, agrees and covenants for himself, his heirs, assigns and legal representatives, that he takes said property subject to the foregoing restriction and conditions above set out and further agrees that the same are covenants which are to run with the land, as aforesaid, and shall be binding upon him and all the parties stated during the effective period hereof. If any of said parties, their heirs, legal representatives, successors, or assigns shall violate, or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against such violators, either to prevent any violation, or to recover damages for the breach thereof, or for both injunction and damages, or for any other relief obtainable for such violation or attempted violation. It is further understood that by this acceptance or signing of any contract for deed, conveyance of deed, the purchaser or grantee thereof, whether a corporation, firm, or person of either the masculine or feminine gender, agrees and covenants for himself, his heirs, assigns, executors, administrators, successors and legal representatives that he take said property subject to the restrictions and conditions above set forth which it is agreed shall be deemed covenants which are to run with the land and shall be binding upon him and all parties as hereinabove stated.