

TIMBERLEA RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF SAN JACINTO §

Know all men by these presents, that we, LEWIS C. HOLDER, and M. F. MCANALLY, hereinafter styled Owners, are the sole owners of 10.53 acre tract of land situated in the J. C. Schofield Survey, Abstract No. 280, in San Jacinto County, Texas, have subdivided same into a residential subdivision known as TIMBERLEA, Subdivision One, Section One, as is described by metes and bounds on map and plat thereof under dedication dated December 6, 1974, and filed for record in the office of the County Clerk of San Jacinto County, Texas, under File No. 5034 and recorded in Volume 4, Page 42 of the Map Records of said County, and in conjunction therewith do hereby establish, adopt, and promulgate the conditions, covenants, warranties and restrictions as to the ownership and use thereof, which shall be applicable to and run with the land, thereby binding Owners herein, their heirs or assigns, and all purchasers of lots situated within said subdivision as is hereafter set out.

Lots are purchased subject to easements established or to be established at any time by grant or agreement between owners herein, its successors or assigns and the utility companies furnishing electricity, telephones, gas, water and sewage. All utility companies shall have the right, without fear of damages, when it has permission from Owners herein, its successors or assigns, to enter upon said lots and do what work it deems necessary to install and maintain said utilities.

It is the intention of Owners herein that TIMBERLEA Subdivision One Section One, under the above mentioned development shall be maintained as a residential subdivision and assuring the purchasers of lots therein safeguards of appearance, sanitation and maximum protection of property values.

Owners of TIMBERLEA Subdivision One Section One do hereby make and file the following declarations regarding the use and/or improvements of all lots therein:

1. No lot shall be used except for single-family residence purposes.
2. No building or mobile home shall be located on any lot nearer than 15 feet to the front lot line, nor any building nearer than five (5) feet to an interior or cornerside lot line.
3. No building, mobile home, or travel trailer may be placed on any lot until approved in writing by Owners herein, their heirs or assigns, as to size, condition, appearance and skirting. In the event said Owners or their designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with.
4. No shack, ready-made mobile building, barn or other out-building or structure shall be moved on this subdivision, nor shall any garage or other out-building be used as a temporary or permanent residence in this subdivision.
5. The floor area of all residences, exclusive of mobile homes and travel trailers shall be no less than 600 square feet, exclusive of open porches and garages. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.
6. The owners and/or occupants of all lots in this Subdivision shall, at all times, keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this Subdivision in observing any of the above requirements, developer, its successors or assigns may, without liability

to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut said weeds and grass and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this Subdivision to pay such invoice immediately upon receipt thereof.

7. No outside privies or toilets shall be permitted in this Subdivision. Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department and shall be subject to the inspection and approval by The Trinity River Authority. The drainage of septic tanks into a road, street, alley or other public ditch, or Lake Livingston, either directly or indirectly, is strictly prohibited.
8. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 12 inches diameter pipe culvert.
9. No boats or trailers or other rigging may be parked in front of the front building line of any lot except temporarily.
10. No hunting or shooting of fire arms in Subdivision.
11. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.
12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential tract, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
13. 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 a nuisance to the neighborhood.
14. No repairing of any motor vehicle shall be permitted on any lot. No motor vehicle which is not in operating condition or not bearing current license plates shall be placed or permitted to remain on any lot.
15. The following provision, whether incorporated in each deed or not, shall be applicable to all lots in TIMBERLEA Subdivision One Section One:

"The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$60.00 for each lot per year, for the purpose of creating a fund to be known as Timberlea Maintenance and Water Fund, to be paid by the owner of each lot in conjunction with a like charge to be paid by owners of other lots in Timberlea, the same to be secured by a Vendors Lien upon said lots, and payable annually on the 1st day of July of each year in advance, beginning July 1, 1975 to Timberlea Maintenance and Water Fund at its office at P. O. Box 294, Point Blank, Texas, 77364.

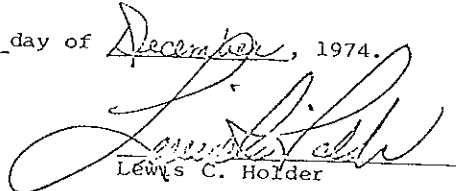
This Timberlea Maintenance and Water Fund shall be administered by a committee composed initially of Lewis C. Holder, M. F. McAnally, and Jack Loper. Committee members shall serve for one year, beginning January 1, 1975. A vacancy in the Committee shall be filled by the remaining committee members, appointing another member.

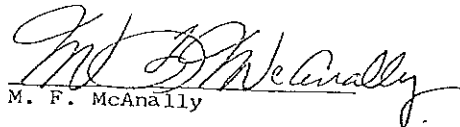
In no event shall this annual maintenance and water fund charge ever be raised above \$60.00 per year, unless raised by a majority vote of the lot owners.

Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving, and maintaining the streets, employing policemen and watchmen, providing fire protection, caring for vacant lots, and maintaining the Timberlea Water System, and doing any other thing necessary or desirable in the opinion of said Committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgment of said committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith."

16. No lot shall ever be used either temporarily or permanently as an access or roadway to property adjoining TIMBERLEA.
17. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.
18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.
19. Invalidation of any one or more of these covenants, by judgment, or court order or otherwise, shall in no way effect any other covenants, restrictions, or conditions, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

Witness our hands this 13th day of December, 1974.


Lewis C. Holder

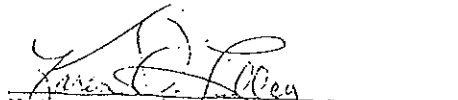

M. F. McAnally

THE STATE OF TEXAS I

COUNTY OF SAN JACINTO I

Before me, the undersigned authority, on this day personally appeared Lewis C. Holder and M. F. McAnally, 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 13th day of December 1974.


Notary Public in and for
San Jacinto County, Texas