

RESTRICTIONS FOR TIMBERWOOD SUBDIVISION

Douglas Haygood and wife, Glenda Haygood, the legal and equitable owners of TIMBERWOOD SUBDIVISION, as shown by the Plat thereof duly recorded in the Plat Records of Wood County, Texas, does hereby acknowledge, declare and adopt the following restrictions, as to the said TIMBERWOOD SUBDIVISION and all leasehold property acquired by owners of lots in said subdivision, from Sabine River Authority of the State of Texas on contiguous property:

(1) No building shall be erected or maintained on any lot in said Subdivision other than a private residence and a private garage for the sole use of the owner or occupant.

(2) No old, used, or prefabricated structure of any kind, and no part of an old, used, or prefabricated structure shall be moved onto, placed on, or permitted to remain on any lot; provided however, that a camper, travel home or trailer may be parked overnight only on an unimproved lot six (6) times a year. All construction is to be of new material and approved by the developer. All construction must be completed within six (6) months after construction begins.

(3) Residence shall have a minimum floor space as follows: Lots 1 thru 65, Lot 79, Lots 88 thru 99 shall have 1,250 square feet; Lots 66 thru 78, Lots 80 thru 87, shall have 1,000 square feet. The minimum square footage listed above is exclusive of porches, stoops, carports, patios, or garages.

(4) No residential structure shall be located nearer to the front line than 15 feet, or nearer to the side line than 12 feet, unless otherwise approved by the developer.

(5) No animals or birds, other than household pets, shall be kept on any lot.

(6) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(7) Easements are reserved along and within 15 feet of the front line, and 12 feet of the side lines of all lots in this Subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones and water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities; and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises to employees of said utilities. Said easements to also extend along any owners side and rear property lines in case of fractional lots.

(8) No outside toilet or privy shall be erected or maintained in the Subdivision. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Wood County and the State of Texas.

(9) No lot shall be used for the purpose of a dumping ground for trash, junked cars, or anything that is not in keeping with a well planned subdivision.

(10) If the owner of any lot in said Subdivision or any other person shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him, her, or them from doing so or to recover damages or other dues for such violation at the violators expense.

(11) Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in nowise affect any of the other covenants, restrictions and provisions herein contained, and shall remain in full force and effect.

(12) That these restrictions shall apply not only to all lots in said Subdivision, but as to any contiguous property which is owned by Sabine River Authority of the State of Texas on which any lot owner in said Subdivision acquires a lease or permit from said River Authority.

(13) It is expressly stipulated and understood that all the oil, gas, and other minerals in, on and under the hereinabove lands are excepted herefrom and hereby reserved.

(14) All lots must be mowed and neatly maintained at lot owners expense. If lot is not maintained, developer may mow lot for them and charge lot owner a reasonable fee for such work.

(15) All construction must be constructed on concrete slab unless otherwise approved by developer.

[Signature]

Douglas Haygood
[Signature]

Glenda Haygood

THE STATE OF TEXAS)
COUNTY OF WOOD)



BEFORE ME, the undersigned authority, on this day personally appeared Douglas Haygood and wife, Glenda Haygood, 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 3RD day of June, 1983.

[Signature]

Cynthia Ward
Notary Public in and for the State of Texas
CYNTHIA WARD
MY COMMISSION EXPIRES
SEPTEMBER 24, 1986

FILED FOR RECORD THE 3rd DAY OF JUNE A.D. 1983 AT 1:59 O'CLOCK P M.
RECORDED THE 15th DAY OF JUNE A.D. 1983 AT 11:43 O'CLOCK A M.
By *[Signature]* Deputy MARTHA R. BRIDGES, COUNTY CLERK WOOD COUNTY, TEXAS