

**RESTRICTIONS AND COVENANTS OF TIMBER SWITCH SUBDIVISION
SECTIONS ONE, TWO, AND THREE,
MONTGOMERY COUNTY, TEXAS**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT, WHEREAS, TIMBER SWITCH, LTD. hereinafter called Developer, is the owner of TIMBER SWITCH SUBDIVISION, SECTIONS ONE, TWO AND THREE, Montgomery County, Texas, hereinafter sometimes referred to as "Subdivision" and being as more particularly hereinafter described ; and

WHEREAS, it is the desire of the Developer to place restrictions, covenants, conditions, reservations and easements upon and against the lots in TIMBER SWITCH SUBDIVISION, SECTIONS ONE, TWO AND THREE, in order to create and carry out a uniform plan for the improvements, development and sales of the lots therein, for the benefit of the present and future buyers (owners) of said property.

NOW, THEREFORE, the restrictions and covenants, conditions, reservations and easements hereinafter set out, shall be and the same are, made applicable to TIMBER SWITCH SECTIONS ONE, TWO AND THREE, a subdivision in Montgomery County, Texas. The restrictions, covenants, conditions, reservations and easements shall apply uniformly and the use, occupancy and conveyance of the Lots in TIMBER SWITCH SUBDIVISION, SECTIONS ONE, TWO AND THREE and each deed which may be executed with regard to such property in TIMBER SWITCH SUBDIVISION, SECTIONS ONE, TWO AND THREE shall be conclusively held to have been executed, delivered and accepted subject to the following restrictions, covenants, conditions, reservations and easements as though set out in full or by referenced in said deed.

ARTICLE I

USE RESTRICTIONS

Section 1.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Lot other than one dwelling unit per each Lot to be used for residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved in writing by the Architectural Control Committee. Detached garages, work shops, and barns may be constructed on the property prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, the construction of the main dwelling must begin within two (2) years of completion of any non residential buildings. (i) All dwellings, detached garages, work shops, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The term "dwelling" does not include single or double wide manufactured or mobile homes, or any old or used houses to be moved on the Lot and said manufactured or mobile and used homes are not permitted within the Subdivision. All dwellings must have at least 1500 square feet of living area, excluding porches, and be built with new construction materials. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. New pre-fabricated or pre-built homes from another location may be moved onto the property with the approval of the Architectural Control Committee. (ii) A camper or recreational vehicle may be used for living quarters on the property for no longer than 14 consecutive days out of a 30 day period, without the express written consent of the Architectural Control Committee. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes.

Section 1.02 Residential Foundation Requirements. All building foundations shall consist of either: (i) concrete slabs, or (ii) piers and beams, with the entire building being skirted with brick or materials which match the outside of the building as may be approved by the Architectural Control Committee. Provided, however, the Architectural Control Committee may approve a different type of foundation when circumstances such as topography of the Lot make it impractical to use one of the above foundations for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court of Montgomery County, Texas, and other applicable governmental authorities.

Section 1.03 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 1.04 Water Supply. All residential dwellings in this Subdivision shall be equipped with and served by a central fresh water system servicing the subdivision and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except required governmental authorities, unless written consent is obtained from the Architectural Control Committee and in such event, such well(s) shall be installed, operated and continuously maintained in accordance with applicable governmental requirements. Wells may be drilled by the Owners for use in watering animals or livestock, yard sprinkler systems or swimming pools, but shall not be used for Human consumption.

Section 1.05 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. All dwellings constructed in this Subdivision prior to occupancy must have a septic or sewage disposal system installed by the Owner to comply with the requirements of the appropriate governing agency or agencies.

Section 1.06 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the Lot boundary line and no closer than the Lot boundary line to side street lines. Unless otherwise approved by the Architectural Control Committee, fences along and adjacent to any road or street must be constructed of wood boards or similar appearing materials and painted white. All other fences and walls will be constructed of ornamental iron, wood or masonry. No wire, electric, barbed wire or temporary fences shall be allowed unless the Architectural Control Committee approves a variance to allow such type of fence prior to its construction.

Section 1.07 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Without limitation, the discharge or use of firearms is expressly prohibited.

Section 1.08 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 1.09 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a

current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 1.10 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except (i) one (1) sign not more than forty-eight inches (48") square, advertising an Owner's Residence for sale or rent, may be placed on such improved Lot and (ii) one (1) sign not more than forty-eight inches (48") square advertising the builders of the Owner's residence may be placed on such Lot during the construction period of such residence from the forming of the foundation until completion not to exceed a six (6) month period. Declarant or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 1.11 Permitted Agricultural and Livestock Uses.

In addition to use for single family residential purposes as provided in Section 1.01 of this Article, each Lot may be used for the following purposes:

(a) Agricultural Use. Subject to the limitations contained in this subsection (a), each Lot may be used, in addition to other permitted uses, for the purpose of producing from such Lot agricultural products such as vegetables, grains, hay, fruits, fibers, wood, trees, plants, shrubs, flowers and seeds in accordance with generally accepted agricultural practices, provided that such agricultural uses and activities do not constitute a nuisance (either as defined and used in Section 1.07 hereof or any activity that may be judicially determined to be a nuisance). Such agricultural products may be sold or marketed to the public, provided, however, that, except as hereinafter expressly approved, no such sales or marketing shall be conducted on any Lot or any other portion of the Properties. The preceding sentence shall be deemed to prohibit specifically, but without limitation, the placing of a sign or signs on any portion of an Owner's Lot or on any portion of the Subdivision advertising or related to the marketing, sales, price or availability of such agricultural products; the construction or maintenance of any structure on a Lot or any portion of the Subdivision the primary purpose of which is for the public display of any such agricultural products; and the conducting on a Lot or any portion of the Subdivision of any form of public sale or auction of such agricultural products. However, nothing contained herein shall prohibit a third person or persons from entering upon a Lot for the purposes of viewing or inspection agricultural products or unharvested or growing crops, purchasing same by private purchase and/or carrying or transporting agricultural products off such Lot. In connection with agricultural uses permitted in this subsection, an Owner may, when reasonable and necessary for the particular agricultural use, and when conducted in accordance with generally accepted agricultural practices, use tractors and other farm equipment, farm laborers and chemical fertilizers, pesticides and herbicides; provided, however, that an Owner must comply with all applicable rules, laws and regulations as to the type and manner of application of any chemical fertilizer, pesticide or herbicide. Notwithstanding the foregoing, the Committee shall have the right to prohibit such uses and activities on a Lot (including, without limitation, type and manner of application of chemical fertilizers, pesticides and herbicides) which it deems unreasonable or unnecessary for a particular permitted agricultural use or not conducted in accordance with generally accepted agricultural practices.

(b) Livestock and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in the Subdivision except that dogs, cats or other common household pets, provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Provided, however, animals being raised for 4-H type school sponsored programs will be permitted on Lots in the Subdivision. No peacocks, pigs, ostriches, emus or hogs will be permitted under any circumstances or programs.

Subject to the limitations contained in this subsection (b), each Lot in the Subdivision may be used, in addition to other permitted uses, for the purpose of raising, training and breeding the

hereinafter named domestic livestock and animals. Unless otherwise approved in writing by the Committee, only the following livestock and animals, and in the following numbers, may be kept, raised, trained or bred upon any Lot in the Subdivision [for purposes of determining the number of animals permitted to be kept pursuant to this subsection (b), a Lot in the Subdivision shall be deemed to consist of the number of full acres shown for such Lot on deed conveying said Lot, rounded, if necessary, to the next lowest full acre]:

Group A: horses, cattle, sheep, goats -- no more than one
(1) Group A animal per each acre

Group B: rabbits, ducks, turkeys, chickens, pigeons, and other varieties of birds and small animals, which are not specifically prohibited in Section 1.11(b) above - no more than eight (8) of any Group B animal per acre and no more than an aggregate of fifty (50) Group B animals on any single Lot or on any two or more Lots combined by an Owner.

provided, however, that an Owner may keep, raise and/or breed such other domestic livestock and animals (not expressly prohibited herein) which may from time to time be approved in advance by the Committee in writing, in such numbers and subject to such other restrictions as the Committee may designate at the time of such approval. The offspring of Group A animals permitted hereby to be kept on a Lot may be kept by an Owner on the owner's Lot for up to one (1) year (or such shorter or longer period of time as the committee may determine for a specific type of animal in its sole discretion) before such offspring will become subject to the limitations contained in this subsection (b). The offspring of Group B animals permitted hereby to be kept on a Lot may be kept by an Owner on owners Lot for up to six (6) months (or such shorter or longer period of time as the Committee may determine for a specific type of animal in its sole discretion) before such offspring will become subject to the limitations contained in this subsection (b). In no event shall any Owner of any Lot in the Subdivision keep, raise or breed, or allow to be kept, raised or bred on his Lot, any pigs, swine, peacocks, ostriches, emus, snakes or other reptiles, or any other animal which, in the judgment of the Committee, would be deemed nondomestic or wild (*ferae naturae*).

Permitted livestock and other animals and their offspring may be sold or marketed to the public by public or private auction, on-site sale or such other manner of sale as an Owner may select, and such sales and marketing may be advertised by an Owner on his Lot(s) as such Owner may desire; provided, however, that the prior written consent of the Committee must be obtained as to the following: the type of sale or marketing and activities to be carried on in connection therewith; the time or times such sale or marketing is to be held or conducted; the type and location of any temporary sales facilities and structures; the location, size and appearance of all signage to be used to advertise such sale or marketing (which shall be of a temporary nature only and in no way permanent); and the plan for parking of the vehicles of those persons to be in attendance at such sale or marketing. However, the prior written consent of the Committee shall not be required to permit a third person or persons to enter upon a Lot for the purposes of viewing or inspection any such livestock or other animals or their offspring, purchasing same by private purchase and/or carrying off transporting same off such Lot.

In the exercise of the rights granted in this subsection, an Owner shall comply with general accepted livestock raising and breeding practices. Specifically, but without limitation, no animal may be brought on to a Lot or any portion of the Subdivision without providing to the Committee evidence to the satisfaction of the Committee that such animal is free from communicable diseases. In this regard, the Committee shall be furnished, without limitation, prior to bringing any Group A animal onto a Lot or any portion of the Subdivision, a current health certificate showing the animal to be free of Coggins disease (in the case of horses) or Brucellosis (commonly known as Bangs) (in the case of cattle). Notwithstanding anything contained herein to the contrary, the Committee shall have the right to prohibit any use or activity on a Lot which it deems unreasonable for the keeping, raising or breeding of livestock and other animals otherwise permitted under this subsection (b), or any such use or activity which in its opinion constitutes a nuisance (as such term is defined and used in Section 1.07 hereof or any activity that may be judicially determined to be a nuisance).

Section 1.12 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot, and, no derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the Subdivision may be developed from adjacent lands by directional drilling operations. No commercial quarrying mining, or removal howsoever of clay, sand, gravel, iron ore, or similar minerals shall be permitted from the property.

Section 1.13 Drainage. Natural established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons and Developer may enter upon any Lot to maintain such natural drainage areas. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow of the water.

Section 1.14 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during Lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Developer or his designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Builder or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, to cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$25.00 per month for each instance.

Section 1.15 Exterior Maintenance of Building. In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of

such condition to owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these Restrictions, may, but without any obligation to do so, enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent.

Section 1.16 Hazardous Substances. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the Lots or the Subdivision, and all activities on the Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Section 1.17 Subdividing. No lot within the subdivision shall be subdivided without the written consent of the Architectural Control Committee.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Section 2.01 Basic Control

(a) The Architectural Control Committee shall consist of one member, Jerry W. Wiggins, or his appointed successor.

(b) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(c) Each application made to the Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Developer.

Section 2.02 Architectural Control Committee.

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the assignment of the authority by the Developer to a successor (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee", as used in this Declaration, shall mean or refer to the Developer or to his successor, as applicable.

Section 2.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 2.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 2.05 Minimum Construction Standards. The Developer or the Committee may, but is not obligated, from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Developer or Committee shall not be bound thereby.

Section 2.06 Variance. The Developer or the Committee, as the case may be, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variances as to building set-back lines, minimum square footage of the residence, fences, and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

ARTICLE III

DEVELOPER'S RIGHTS AND RESERVATIONS

Section 3.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Subdivision. The rights and

reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 3.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner, to grant or create temporary or permanent easements, for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Area, and (iii) utility easements. Developer also reserves the right, without the consent of any other Owner, to (i) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from any county road or other public roads for the benefit of owners of property, regardless of whether the beneficiary of such easements own property.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 Power to Enforce Restrictions and Rules and Regulations. The Developer (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration. Without limiting the generality of the foregoing, the Developer shall have the power to enforce the provisions of this Declaration by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Developer to the Owner thereof, for the purpose of enforcement of this Declaration; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration;

Section 4.02 Term and Property Description:

A) Term: The provisions hereof shall run with all property in the Subdivision as herein described and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Developer) of the Lots has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

B) Property Description:

Timber Switch Subdivision Section One, a subdivision of 10.735 acres of land located in the H. S. Williamson Survey, A-635 and the Michael H. Hinch Survey, A-235, as recorded in Cabinet Y, Sheet 123 of the Map or Plat Records of Montgomery County, Texas;

Timber Switch Subdivision Section Two, a subdivision of 47.414 acres of land located in the H. S. Williamson Survey, A-635 and the Michael H. Hinch Survey, A-235, as recorded in Cabinet C, Sheets 301 and 302 of the Map or Plat Records of Montgomery County, Texas;

Timber Switch Subdivision Section Three, a subdivision of 9.126 acres of land located in the Michael H. Hinch Survey, A-253, as recorded in Cabinet Z, Sheet 175 of the Map or Plat Records of Montgomery County, Texas;

Section 4.03 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) being not less than two-thirds (2/3rds) of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Owners (Owners, including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. A quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Owners (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, accompanied by a certificate, evidencing that the required number of Owners, including the Developer, executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Developer or his appointee for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 4.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential Subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the property values within the Subdivision.

Section 4.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 4.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 4.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 4.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage,

the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 4.08 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 4.09 Electric Utility Service. Prior to beginning any construction on a Lot, each Lot owner, at owner's expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each Lot owner may expect to pay a charge for connection to such electric utility service, and the owner is obligated to contact the electric utility company servicing the property to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility services furnished to Owner's Lot, if any.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this 13th day of April, 2006.

TIMBER SWITCH SUBDIVISION, LTD.
By: TIMBER SWITCH SUBDIVISION, LLC,
Its General Partner

By: Jerry Wiggins
JERRY WIGGINS, Member and Manager

FILED FOR RECORD

06 APR 17 AM 9:44

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

~~RECORDS MEMORANDUM~~
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. At its additions, the instrument was filed and recorded.

This instrument was acknowledged before me on the 13th day of April, 2006, by JERRY WIGGINS, Member and Manager of TIMBER SWITCH SUBDIVISION, LLC, General Partner of TIMBER SWITCH SUBDIVISION, LTD., and on behalf of said entity, in the capacity herein stated.

[Signature]
Notary Public, State of Texas

Margaret Mock
Notary Public, State of Texas
My Commission Expires:
July 9, 2008

Margaret Mock
Notary Public, State of Texas
My Commission Expires:
July 9, 2008

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

APR 17 2006



Mark Turnbull
County Clerk
Montgomery County, Texas

~~RECORDS MEMORANDUM~~
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

G:\Gregg\Restrictions\TimberSwitch

AFTER RECORDING, PLEASE
RETURN TO:
GREGORY Z. MADELEY
2040 LOOP 336 W. STE. 212
CONROE, TX 77304