

17.00

DEEDS

RESTRICTIONS, COVENANTS AND CONDITIONS

7809044

FOR

TIMBERWOOD

THE STATE OF TEXAS I
 I
COUNTY OF MONTGOMERY I

KNOW ALL MEN BY THESE PRESENTS:

78-6507

THAT, TEMPUS HOMES, INC., being a corporation organized and existing under and by virtue of the laws of the State of Texas, acting herein by and through its duly authorized officers, being the owner of all of that certain real property comprising "TIMBERWOOD", according to the map or plat thereof recorded in Volume B, Page 45, Map or Plat Records of Montgomery County, Texas, to which map or plat and its records reference is heremade for full and particular description of said real property and all other purposes, said "TIMBERWOOD" being hereinafter sometimes referred to as "Subdivision", desiring to create and carry out a uniform plan for the improvement and development of said Subdivision, does hereby adopt and establish the hereinafter set forth restrictions, covenants and conditions to apply uniformly to the use and occupancy of all of said Subdivision, and does hereby provide that all such restrictions, covenants and conditions shall be covenants running with the land, and that all owners in said Subdivision shall be bound by the terms and provisions hereof, and that the terms and provisions hereof shall be enforceable by TEMPUS HOMES, INC., its successors and assigns, owning any portion of said Subdivision, said restriction, covenants and conditions being as follows, to-wit:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions, and restrictions as hereinafter set out, and a building permit has been issued by an architectural committee designated by TEMPUS HOMES, INC.

The architectural control committee is composed of Brinson L. Sangster, 25730 Interstate 45, Spring, Texas, Hollis G. Sangster, 3118 Sawdust Road, Spring, Texas, Tommie M. McDonald, 3118 Sawdust Road, Spring, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative 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 written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and if no suit to enjoin the erections 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. Notice of disapproval shall be by delivery in person or registered letter, addressed to the owner, submitting said plans and specifications, addressed to his last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor, such notice need not, however contain any suggestions as to the methods of curing the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. RESIDENTIAL LOTS.

All lots in said "TIMBERWOOD" unless otherwise designated on the aforementioned map or plat of this subdivision shall be known and designated as "Residential Lots" and shall be used for residential purposes only, save and except Lot 10, Block 1, Lots 10 and 11, Block 2 and Lot 10, Block 3, having a Gulf States utility easement on and across said lots prohibiting the use of said lots for residential purposes; however these lots may be used and improved for recreational purposes. The residential lots shall be subject to the following

restrictions, reservations, protective covenants and limitations:

(a) Building Location. No building or other structure, including fences shall be located on any residential lot nearer to the street than the building line as set forth and designated on the aforementioned recorded plat.

No building shall be located nearer than five feet to any interior lot line, except in the event one building is constructed on more than one lot, the combined areas shall be considered as one lot. In any determination of this clause, the building line as shown on the recorded plat shall include open porches and garages or any other abutting structures to the principal residence. Variations from these requirements as to building location may be granted by TEMPUS HOMES, INC., upon the recommendation of the Architectural Control Committee and upon such variations being ratified by all abutting property owners.

(b) Lot Area. No residential lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having an area in frontage of less than the smallest lot in the block as shown on the recorded plat of said unit.

(c) Use. No dwelling shall be erected, altered, placed or permitted to remain on any said lots other than a single family residence. In addition to such residence, the owner of any building site may, at his option, erect thereon such servants quarters, garages or other structure as may be suitable and proper for the use and occupancy of said residence as a single family dwelling. No residence constructed on any lot shall be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as a hotel, tourist courts or tourist cottages, or as places of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.

- (1) Except for the restrictions herein set forth for other residential lots, no residence shall be constructed or the plans approved therefor having an interior area of less than 1,100 square feet, provided further, that split-level houses shall contain at least 900 square feet on the ground floor and containing a total of at least 1300 square feet, provided further, that two story houses shall contain at least 1000 square feet on the ground floor and containing a total of at least 1600 square feet. Provided further, that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants quarters or other appendages.
- (2) No building or structure shall be occupied or used until the exterior thereof is completely finished.
- (3) In no event shall any residential lot be used for any business purposes.
- (4) Any attached garage built as a portion of the main residence on any building site shall be constructed of the same material as required for the remainder of the main residence. Any detached garage, or structure other than the main residence, may be erected with exterior walls of either frame or brick, and any such exterior walls of frame construction shall be constructed of new material, which shall be painted with not less than two coats of paint designed for outdoor use, and shall, at all times, be kept painted and maintained in a manner designed to preserve an attractive appearance. Under no circumstances shall any such detached garage or structure have exterior walls of sheet metal, corrugated metal or concrete block construction.
- (5) Each residence, upon completion, shall have a concrete drive and all plans and specifications submitted to the architectural committee shall include a concrete drive for each residence.

(6) No residence shall be permitted to be constructed on any lot at a cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants and restrictions are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

(d) Construction. All main residence shall have exterior walls of at least 75% brick, and only new construction materials shall be used except for used brick. All roofing material shall be cedar or composition shingles or asphalt built-up roofs with gravel. No concrete blocks shall be used in said constructions and all buildings shall be built on a slab foundation. In no event shall any old house or building be moved on any lot or lots in said subdivision. Owner or owner's contractor must produce a bond, acceptable to TEMPUS HOMES, INC., that said construction of any kind and character, be it the primary residence, garage, porches, or appendage thereto, that the exterior construction shall be completed within 180 days after the pouring of the slab. All gas meters shall be placed behind the building line and next to the building.

3. GARBAGE.

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

4. NUISANCES.

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include, but not be limited to: No more than one truck larger than three-quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts; water wells or private water systems, except as provided for in the following paragraph.

5. EASEMENTS.

An easement is reserved over and across all lots in the subdivision for the purpose of installing, preparing and maintaining, and are hereby conveyed to the proper parties (including TEMPUS HOMES, INC., water, drainage, sewage and telephone utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, drainage, sewage, gas and telephone services for the lots in the subdivision.

6. TEMPORARY STRUCTURES AND RESIDENCES.

No trailer, tent, shack, barn or other out building or structure shall be moved on this subdivision, nor shall any garage or other outbuilding be used as a temporary or permanent residence in this subdivision. This restriction shall not prohibit the construction of other structures as may be suitable and proper for the use of residents as provided above in Paragraph 2 (c). Neither shall the restriction prohibit the storage of the resident's campers and/or trailers on their property.

7. ANIMALS.

No horses, cows, poultry or livestock of any kind, other than house pets, may be kept on said property.

8. FENCES AND PLANTS.

No fence or wall shall be located any nearer to a street than the building line as set forth in the recorded plat. Neither shall any fence or wall higher than seven (7) feet in height be constructed in said subdivision. All fences built of lumber, other than cedar or redwood, shall be coated with at least two coats of

paint or stain. Fences may be constructed on the interior property lines in accordance with this restriction.

9. SIGNS.

No signs of any kind shall be displayed to the public view on any tract or lot except one sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period. Except also TEMPUS HOMES, INC., reserves the right to install, erect and maintain "Timberwood" entrance signs in the easements on Lot 10, Block 1 and Lot 11, Block 2, adjacent to the Pine Canyon road right of way and on Lot 11, Block 2 and Lot 10, Block 3 adjacent to the Hunters Hollow road right of way. Said entrance signs are to be of sufficient size and design so as to enhance the entrance to said subdivision.

10. TERM.

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 forty (40) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

All covenants and restrictions are for the benefit of the entire subdivision, and shall be binding upon the purchaser or his successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and which such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also such as are shown on the map or plat of Timberwood, Montgomery County, Texas, and lots which such reservations, easements, restrictions, etc., are so referred to by reference thereto in such deed or conveyance to any lot or lots in said subdivision the same shall be on the same force and effect

as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

IN WITNESS WHEREOF the TEMPUS HOMES, INC., a Texas corporation, has caused these presents to be executed by its president and attested by its secretary all thereunto duly authorized, on this 6th day of March, A. D., 19 78.

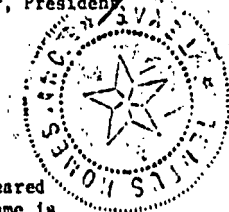
ATTEST:

TEMPUS HOMES, INC.

Hollis G. Sangster
Hollis G. Sangster, Secretary

Brinson L. Sangster
Brinson L. Sangster, President

STATE OF TEXAS I
COUNTY OF MONTGOMERY I



BEFORE ME, the undersigned authority, on this day personally appeared BRINSON L. SANGSTER, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of TEMPUS HOMES, INC., a corporation, and that he executed the same as the act of such corporation, for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of March, 1978.



Tommie McDonald
Notary Public in and for Montgomery County, Texas

TOMMIE McDONALD, Notary Public.
In and for Montgomery County, Texas
My Commission expires June 1, 1979

FILED FOR RECORD
AT 2:30 O'CLOCK PM

MAR 7 1978

ROY HARRIS, Clerk
County Court, Montgomery Co. Tx.
Diane Stabile Deputy