

S600918

RETURN TO:
T. E. P. O. A.
P. O. Box 452
410532 TX 77410-0452

RESTATEMENT OF AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS
FOR
TIMBERLAKE ESTATES, SECTION I

514-43-1776

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THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

WHEREAS, TIMBERLAKE CORP., a Texas corporation, is the owner of property situated in Harris County, Texas, by virtue of deed dated June 7, 1956, recorded in Vol. 3168 Page 398 of the Deed Records of Harris County, Texas, said property known as TIMBERLAKE ESTATES, SECTION I, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded October 23, 1956, under County Clerk's file no. 1670700.

WHEREAS, certain restrictions covering said TIMBERLAKE ESTATES, SECTION I, were filed in the County Clerk's office of Harris County, Texas, on November 27, 1956, under Clerk's file no. 1685532, and in Vol. 3255 Page 445 of the Harris County Deed Records, and

WHEREAS, those certain restrictions were amended on July 7, 1969, by amendment recorded in the office of the County Clerk in Vol. 7674, Pages 256 through 269 of the Deed Records of Harris County, Texas, and under Clerk's file no. C943497, and

WHEREAS, that certain amendment to restrictions was subsequently changed by amendment filed on February 17, 1986, in the office of the County Clerk of Harris County, Texas, under County Clerk's file no. K415582, and

WHEREAS, the undersigned, who are among the two hundred thirteen (213) eligible voters and the owners of more than fifty-one percent (51%) of the lots in TIMBERLAKE ESTATES, SECTION I, desire to restate, modify and further amend the restrictions as evidenced by their signatures attached to this Restated and Amended Declaration of Covenants, Conditions and Restrictions in accordance with the terms and provisions set out heretofore.

NOW, THEREFORE, it is hereby declared that all of the properties situated in TIMBERLAKE ESTATES, SECTION I shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said properties for the protection, use, and benefit of all parties hereto and each and every purchaser of any lot or lots in said subdivision, their heirs, assigns and legal representatives. The covenants and restrictions shall run with said real property and be binding upon all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, assigns, and legal representatives.

ARTICLE I
Property

SECTION 1.

It is understood that no act or omission upon the part of any party hereto, or any person or entity 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.

- SECTION 2.** It is expressly understood that all lots in this subdivision shall be known and described as residential property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purpose, including but not limited to group homes and half-way houses. No more than one single family residential dwelling shall be built on any one lot.
- SECTION 3.** No building of any type 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 Control Committee (hereinafter referred to as "the Committee") as to quality of workmanship and materials and as to the conformity and harmony of external designs with the existing structures in the subdivision and as to location of the building with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered, or permitted upon any lot nearer to any street than the minimum front building set-back lines.
- SECTION 4.** The said approval or disapproval by the Committee, 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.
- SECTION 5.** The exterior of all structures shall be of permanent outdoor material and workmanship and shall be completely and permanently finished; and if all or any part of such exterior is of wood or of material requiring painting, then same shall be finished with at least two (2) coats of paint or stain, the color of which must be approved by the Committee. No residence, building, or other structure shall be deemed completed under the terms hereof until this provision has been complied with in every respect. 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 drainage ditches, the grades for said culverts being set by Harris County.
- SECTION 6.** No residential structure shall be erected or placed on any lot that has actual living space of less than 1,500 square feet, exclusive of porches and garages.
- SECTION 7.** No second-hand or pre-built structures shall be moved on any lot for residential purposes. No second-hand building materials shall be used for the exterior construction of any structure on any of said lots.
- SECTION 8.** No manufactured homes, trailers, mobile homes, motor homes, basements, tents, shacks, garages, barns or other buildings or outbuildings 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 residential purposes until the same is completed inside and out.

- SECTION 9.** No building or structure, including carports, shall be located on any lot nearer to the front line or nearer to the side street lines than the minimum building setback line shown on the recorded plat of this subdivision and set forth in the following Section 11. 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.
- SECTION 10.** No building, residence or structure of any kind shall be erected closer than ten (10) feet to side and rear property lines and forty (40) feet from front property line, with the exception of a side property line which is adjacent to a street, in which case the structure must not be erected closer than twenty (20) feet.
- SECTION 11.** No other structures except garages, storage buildings, small barns, gazebos, and barbecue pits shall be constructed anywhere on any lot, other than on the rear fifty feet thereof as shown by plat.
- SECTION 12.** 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/her spare time. Any failure to comply with this provision by not completing the structure within such time shall be construed to be a violation hereof and shall entitle any party hereto, or any party in interest, to enforce action by mandatory injunction or enter a claim for damages, or both.
- SECTION 13.** 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 the construction of improvements is in progress. No trash or other refuse shall be thrown upon any vacant lot or street or upon any reserved area in any part of said subdivision.
- SECTION 14.** No cesspools shall ever be dug, used or maintained on any of such lots, and all toilets shall be connected to a septic tank until such time as public sanitary service may be available for use in the subdivision. The drainage of septic tanks or washing machines into roads, streets or public ditches, either directly or indirectly, is strictly prohibited. No septic or sewage system shall be permitted to emit a noxious odor, nor shall surface water or sludge be allowed to accumulate which may affect the health and safety of property owners and other persons.
- SECTION 15.** 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 (except in the case of FFA or 4-H projects) or commercial boarding. It is further understood in this connection that the number of such animals may be limited at any time by the Board. In this connection, it is further understood that all barns or stables and such must be placed at the rear of said lots and behind the dwelling. 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 properties 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. No more than one large animal (horse or cow) shall be kept by any property owner on less than one vacant (unimproved) lot, and animal owner must be a current resident and owner of adjoining lot. No wild or exotic animals are allowed, such as a llama, ostrich, emu, pot belly pig, or any other animals that the Board may designate from time to time as exotic or the law may designate as wild.

SECTION 16. No signs, billboards, posters or advertising devices of any kind, including but not limited to business, professional, promotional or institutional signs, shall be permitted on any lot, or upon any residence; or within any residence if visible from the exterior of the residence; or within the subdivision, with the exception of (i) one sign of not more than six (6) square feet advertising the particular residence or lot on which the sign is situated for sale or rent; and (ii) during the period of actual construction of a single residential structure upon a lot, one sign of not more than six (6) square feet to identify the particular lot and residence thereon for sale. The Board shall also have the right to erect identifying signs at the entrance to the subdivision.

SECTION 17. All maintenance of the lots and all improvements thereon shall be the sole responsibility of the owner thereof who shall maintain such lot and improvements in a manner consistent with the standards of use, conduct, appearance and maintenance generally prevailing in the subdivision. It shall be the responsibility of each owner to prevent the development of any unsightly or unkempt condition on his or her lot. No lot shall be used in whole or in part for the storage of any property or objects that will cause such lot to appear untidy or unkempt, such as abandoned vehicles, trash, discarded appliances, etc. Each lot owner shall be responsible for ensuring that any hobby, activity or animal does not emit foul or obnoxious odors or noise that might disturb the peace and safety of the occupants of surrounding property, or cause annoyance or nuisance to any residents of the subdivision. The owner of a lot with an unoccupied residence, (including a mortgagee in possession or a mortgagor that has obtained title by foreclosure or any deed or other arrangement in lieu of foreclosure), shall remain liable for full observance and performance of all terms and conditions of the restrictions and covenants contained herein, including but not limited to (i) proper maintenance of the lot and all improvements thereon; and (ii) securing of the unoccupied residence (including locking windows and all entry and garage doors, and maintenance of appropriate window coverings), in order to attempt to prevent unauthorized entry or use.

SECTION 18. Easements reserved as shown on the recorded plat referred to above affect all lots in this subdivision and are for the installation and maintenance of utilities and drainage facilities. The easements shall be for the general benefit of the said subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose of

installing, using, repairing and maintaining public utilities, including but not limited to water, sewer, electricity, telephone, and natural gas lines with the right of access thereto.

SECTION 19. Any property that does not conform to current restrictions and covenants must be brought into compliance. Timberlake Estates Property Owners Association is authorized by law to place a lien on any property in the subdivision to ensure collection of any maintenance fees that are in arrears as set forth in Article II Section 6 below.

SECTION 20. It is understood that by the acceptance of ownership of any lot or lots in TIMBERLAKE ESTATES, SECTION I by contract for deed, warranty deed, or other conveyance, the purchaser or grantee, (whether an individual, corporation, partnership, or any other legal designation), binds himself, his heirs, assigns, or other legal representatives, that he takes said property subject to the foregoing restrictions and covenants as set out herein, and further agrees that the same are to run with the land during the effective period hereof. If any of said parties, their heirs, assigns or other legal representatives, shall violate, or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons or entity owning a real property interest in said subdivision to prosecute at law or in equity against such violators, either to prevent any violation, or to recover damages for the breach thereof, or for both prevention of violation and damages, or for any other relief obtainable under the law.

SECTION 21. The Committee members are also members of the Board of Directors of Timberlake Estates Property Owners Association, a non-profit corporation (hereinafter called "the Board"). The Board shall be composed of seven members elected from nominations received by the Board no later than October 1, ballots mailed no later than November 1, and receiving the majority of votes from ballots returned no later than November 15. Positions on the Board shall be numbered One through Seven and will consist of two-year terms each. In the event of a vacancy (resignation, death or any other reason), the Board will hold an election to elect a successor to serve the balance of any unexpired term.

ARTICLE II **Assessments**

SECTION 1. It is further provided that an annual maintenance fee in the amount of One Hundred and No/100 Dollars (\$100.00) per year shall be assessed against each property owner in TIMBERLAKE ESTATES, SECTION I (property owner is defined as any person or entity or combination thereof holding record title to one or more lots in said subdivision). In the event that any property owner has more than one single family residential structure located on lot(s) within said subdivision, then the annual maintenance fee to be paid by that property owner shall be equal to One Hundred and No/100 Dollars (\$100.00) for each single family residential structure owned. No more than one single family residential structure shall be erected on each lot, except as provided for herein.

SECTION 2. It is further provided that the annual maintenance fee shall be reduced for property owners who are sixty-five years of age or

over, to Fifty and No/100 Dollars (\$50.00) per year. The Board reserves the right to require satisfactory proof of age for anyone claiming the right to the reduced fee in accordance with this section.

- SECTION 3.** The annual maintenance fee established in Sections 1 and 2 herein above shall be paid to the Timberlake Estates Property Owners Association on or before the 31st day of January of each year. Alternatively, property owners may elect to pay the fee monthly at the rate of Ten and No/100 Dollars (\$10.00) per month, payable on or before the last day of each and every month of the year, for a total of One Hundred Twenty and No/100 Dollars (\$120.00). Those owners qualified for the reduced fee may elect to pay their maintenance fee monthly, at the rate of Five and No/100 Dollars (\$5.00) per month, for a total of Sixty and No/100 Dollars (\$60.00) per year.
- SECTION 4.** All rights of the property owner as a member of the Timberlake Estates Property Owners Association shall be automatically suspended until all assessments are paid in full; and during such suspension, said owner shall not be entitled to vote upon any matter coming before the Association, and said owner shall not be counted in determining a quorum or for any other purposes when voting is required by members of the Association.
- SECTION 5.** Collection, management, use and disposition of the receipts of the annual maintenance fee shall be the sole responsibility and at the sole discretion of the Board of Directors, except as provided for herein.
- SECTION 6.** The Timberlake Estates Property Owners Association is legally authorized to file a lien and to foreclose on any property in said subdivision, for the total sum of any and all maintenance fees which are in arrears, together with interest thereon, at the highest lawful rate and costs of collection, including but not limited to attorneys fees and court costs.
- SECTION 7.** The maintenance fee shall be dedicated to the general maintenance and upkeep of the common areas of TIMBERLAKE ESTATES SECTION I, as well as for the enforcement of these restrictions and protection of the Subdivision. Capital expenditures for any one particular capital improvement in excess of Five Hundred and No/100 Dollars (\$500.00) must be granted prior approval by the affirmative vote of a majority of the property owners, as more particularly set forth in the By-Laws of the Timberlake Estates Property Owners Association. "Capital expenditures" is hereby defined as expenditures allocated to the construction of improvements on any property owned, managed or maintained by the Timberlake Estates Property Owners Association.

ARTICLE III
Community Property

- SECTION 1.** The Community Property, or common areas, shall remain undivided and shall at all times be owned by the Timberlake Estates Property Owners Association or its successors, it being agreed that this provision is necessary in order to preserve the rights of the property owners with respect to the operation and management of the Community Property.

514-43-1782

SECTION 2. DISCLAIMER

Notice is hereby given that the Timberlake Estates Property Owners Association (TEPOA), a Texas corporation, its officers and members, disclaim any and all responsibility and liability for any accidental injury or death occurring on the park grounds or common areas, including the lake. ALL PERSONS ARE ADVISED THAT THEY USE THE FACILITIES OF THE PARK AT THEIR OWN RISK.

These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding upon and inure to the benefit of the Timberlake Estates Property Owners Association, all property owners, their respective legal representatives, heirs, successors and assigns, and all persons claiming under them for a period of thirty (30) years from the date this document is recorded in the Real Property Records in the office of the County Clerk of Harris County, Texas, unless amended by fifty-one percent (51%) of the owners of said Timberlake Estates, Section 1, and in such event shall be binding as amended. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall be automatically extended for successive periods of ten (10) years each unless an instrument agreeing to terminate is signed by the owners of two-thirds (2/3rds) of the lots then subject to the jurisdiction of the Association is duly filed for record in the Real Property Records in the office of the County Clerk of Harris County, Texas.

Notwithstanding anything to the contrary herein above recited, the covenants, conditions, restrictions, reservations, easements, liens and charges herein contained shall not in any manner whatsoever affect the property shown as ACREAGE on the aforesaid map of TIMBERLAKE ESTATES, SECTION I, said acreage being expressly excepted from same.

EXECUTED this 11 day of August, 1997.

TIMBERLAKE ESTATES PROPERTY OWNERS ASSOCIATION

By: George W. Franklin III
President

ATTEST: Steve M. Prudhomme
Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE W. FRANKLIN, III, President of Timberlake Estates Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated to be the act and deed of said corporation.

Given under my hand and seal of office, this the 11 day of August, 1997.



Sue WiseCarver
Notary Public in and for Harris County, Texas

514-43-1783

FILED
97 AUG 21 AM 8:04
Beverly R. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BY COLOR OR NOT IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that the instrument was FILED in File Number
Sequence on its date and at the time stamped hereon by me, and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on:

AUG 21 1997



Beverly R. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS