

Timber Lakes Timber Ridge

Section

- Not TLTR HOA
- Timber Ridge 03
- Timber Lakes 02
- [Inaccessible] Timber Lakes 02
- Timber Lakes 01
- [Inaccessible] Timber Lakes 01
- Timber Ridge 02
- Timber Ridge 01
- [Inaccessible] Timber Ridge 01
- Timber Lakes 3A and 3B
- [Inaccessible] Timber Lakes 3A and 3B
- Spring Acres 1 and 2

Timber Lakes Timber Ridge Association, Inc.

Yearly Budget

January 01, 2023 - December 31, 2023

2023

Income

Assessments	\$25,000.00
Prepaid Assessments	\$1,272.00
Total for Assessments	\$26,272.00
Late Fees	\$2,640.00
Violations	\$4,800.00
Voluntary Admin Fund	\$7,500.00
Voluntary Building Fund	\$12,000.00
Transfer Fee	\$20,000.00
Pavilion Rental	\$2,500.00
Resale Certificate	\$7,200.00
Refinance Fee	\$360.00
Building Permit	\$900.00
Violation Fees	\$300.00
Lien and Release	\$750.00
Judgements	\$3,000.00
Donations	\$900.00
Refunds	\$180.00
Total Income	\$89,302.00

Expenses

Office	
Repairs	\$750.00
Supplies	\$1,200.00
Computer	\$300.00
Subscriptions	\$4,200.00
Copier	\$504.00
Building Maintenance	\$3,600.00
Total for Office	\$10,554.00
Electricity	\$2,700.00
Insurance	\$9,100.00
Miscellaneous	\$300.00
Water	\$300.00
Management Software	\$2,400.00
Payroll	\$20,508.00
Postage	\$1,500.00
CPA	\$1,000.00
Auditing/Payroll Tax	\$3,600.00
Internet	\$540.00
Lawn Service	\$5,040.00
Refunds	\$60.00
Legal	\$12,000.00
Property Taxes	\$1,650.28
Lien Filing Fee	\$300.00
Web Site	\$330.00

Timber Lakes Timber Ridge Association, Inc.

Yearly Budget

January 01, 2023 - December 31, 2023

	2023
Transfer to Building Fund	\$6,000.00
Total Expenses	\$77,882.28
Net Total	\$11,419.72

- Amended Restrictions, Timber Lakes, Section 3 – Volume 0638, Page 0301;
- Amended Restrictions, Timber Lakes, Section 3A – Volume 0688, Page 0895;
- Timber Lakes, Section 3B Covenants – Volume 0658, Page 0907;
- Timber Ridge, Section 1 Covenants – Volume 0672, Page 0113;
- Amended Restrictions, Timber Ridge, Section 1 – Volume 0688, Page 0891;
- Timber Ridge, Section 2 Covenants – Volume 0702, Page 0235;
- Timber Ridge, Section 3 Covenants – Volume 0755, Page 0378;
- Amended Restrictions, Timber Lakes, Sections 1, 2, 3 and Timber Ridge, Section 1 – Volume 0808, Page 0851;
- Amended Restrictions, Timber Ridge, Sections 2, 3 – Volume 0808, Page 0855;
- Spring Acres, Section 1 Covenants – Volume 0707, Page 0022;
- Spring Acres, Section 2 Covenants – Volume 0707, Page 0029; and
- Amended Restrictions, Spring Acres, Sections 1, 2 – Volume 0808, Page 0853.

WHEREAS, the Original Declaration provides that by a vote of two-thirds of the Board of Directors of the Association, upon the recommendation of the ACC, and ratification by a majority of the Lot Owners of the Subdivision, the Original Declaration may be amended; and

WHEREAS, the requisite number of Board of Directors and Lot Owners, on the recommendation of the ACC, desire to amend and restate the Original Declaration in full and have approved this Declaration and voted to amend and restate the covenants, conditions, and restrictions thereunder as herein provided.

NOW, THEREFORE, in consideration of the premises, and pursuant to the authority of the Original Declaration and the Association’s By-Laws, the Lot Owners in the Subdivision, acting by and through the Association, hereby adopt, affirm, and ratify the following amended and restated covenants, conditions, and restrictions for the Subdivision and declare that the Subdivision shall be developed, improved, held, used, sold, and conveyed in accordance with and subject to the following easements, restrictions, reservations, dedications, covenants, conditions, and stipulations, all of which are hereby adopted for and placed upon the Subdivision, and which shall run with the Lots in the Subdivision and be binding on all parties, now and at any time hereafter, having or claiming any right, title, or interest in the Subdivision or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired, and all of which shall inure to the benefit of each Owner of any part of the Subdivision.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1.1. “ACC” shall mean and refer to architectural control committee of the Association.

SECTION 1.2. “ACC Guidelines” shall mean and refer to minimum acceptable construction standards and requirements for construction of Residences and other improvements in the Subdivision, as promulgated from time to time by the Board of Directors.

SECTION 1.3. “Articles of Incorporation” shall mean and refer to the Association’s articles of incorporation filed of record with the Texas Secretary of State, as amended and restated from time to time.

SECTION 1.4. “Association” shall mean and refer to Timber Lakes and Timber Ridge Association, Inc., a Texas nonprofit corporation, its successors, and assigns.

SECTION 1.5. “Board of Directors” shall mean and refer to the Association’s board of directors established by its Articles of Incorporation and By-Laws.

SECTION 1.6. “By-Laws” shall mean and refer to the Association’s bylaws, as amended and restated from time to time.

SECTION 1.7. “Lot” or “Lots” shall mean and refer to any of the numbered lots shown on the Subdivision Plats.

SECTION 1.8. “Member” shall mean and refer to every person or entity that holds a membership in the Association during the period of such membership.

SECTION 1.9. “Owner” shall mean and refer to only the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, but, notwithstanding any theory of the mortgage or other rights of interest, shall not mean or refer to any purchaser(s) under a contract for deed or an executory installment contract for the sale and purchase of a Lot or any mortgagees unless and until such executory purchaser or mortgagee has acquired title pursuant to final conveyance of fee simple title or foreclosure or any proceeding in lieu of foreclosure; and excluding those having an interest merely as security for the performance of an obligation or those owning only an easement right, a mineral interest, or a royalty interest.

SECTION 1.10. “Residence” or “Residences” shall mean and refer to a site-built frame or brick dwelling intended for use as a residence for one (1) family.

SECTION 1.11. “Rules and Regulations” shall mean and refer to rules and regulations promulgated by the Board of Directors pursuant to this Declaration, the Articles of Incorporation or the By-Laws of the Association, and/or pursuant to the authority conferred upon it by Section 204.010 of the Texas Property Code for the regulation of the use, maintenance, repair, replacement, modification, and appearance of the Subdivision and the governance and operation of the Association, including, but not limited to, the ACC Guidelines and the terms of any approval forms required thereunder.

SECTION 1.12. “Subdivision Plats” shall mean and refer to the recorded maps or plats of the Subdivision as referenced above.

ARTICLE II - BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any Lot or other property or area in the

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 the ACC designated by the Association.

In the event the ACC or its designated representatives fail 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 fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to the Owner submitting said plans and specifications, addressed to its 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 ACC shall in all things be final.

Where not otherwise specified herein, the ACC also shall have the right to specify ACC Guidelines for each building site as follows: minimum setbacks; the location, height and extent of fences, walls or other screening devices; the orientation of structures with respect to streets, walks, paths, and structures on adjacent property; and limitations on the frequency of the same or similar street-facing facades/elevations. The ACC shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the Subdivision.

The granting of approvals by the ACC shall in no way serve as a representation, warranty, or guaranty as to the quality of the plans and specifications, that a Residence or other structure is properly and adequately constructed in accordance with the plans and specifications therefore or in a good and workmanlike manner, or that such construction is in compliance with any personal rights or obligations or other applicable law. In no event shall the ACC, the Board of Directors, or the Association have any liability as a result of the ACC's approval or disapproval of any improvement. No member of the ACC, the Board of Directors, or the Association shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the ACC. In reviewing any matter, the ACC shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed an approval of, any building or improvement from the standpoint of safety, whether structural or otherwise, or conformance with existing building codes, governmental laws, or regulations. Furthermore, no member of the ACC shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such individuals were acting on behalf of the Association, the Board of Directors, the ACC, or otherwise. Finally, neither the ACC, the Association, nor the Board of Directors, or their officers, agents, members, or employees, shall be liable for any incidental or consequential damages for failure to inspect any Lot, improvements, or portion thereof, or for failure to repair or maintain the same.

ARTICLE III - RESIDENTIAL LOTS

All lots in the Subdivision, unless otherwise designated on the Subdivision Plats, shall be known and designated as “Residential Lots” and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, and limitations:

SECTION 3.1. BUILDING LOCATION. No building or other structure, including fences, shall be located on any Lot nearer to the street than the building line as set forth and designated on the Subdivision Plats. No building shall be located nearer than five (5) feet to any interior Lot lines, except in the event one building is constructed on more than one Lot. The furthest building lines on combined Lots apply. In any determination of this clause, the building line as shown on the Subdivision Plats shall include open porches and garages or any other abutting structures to the principal Residence.

SECTION 3.2. LOT AREA. No Residential Lot shall be re-subdivided into, nor shall any dwelling be erected on, any Lot having an area in frontage of less than the smallest Lot in the block as shown on the Subdivision Plats of said Lot.

SECTION 3.3. USE. No dwelling shall be erected, altered, placed or permitted to remain on any of said Lots other than a single Residence, designated and constructed for use by a single family, together with such guest quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any Residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling.

SECTION 3.4. CONTACT INFORMATION. All Owners must provide the Association with contact information as well as tenant information if its Lot is offered for lease.

SECTION 3.5. MINIMUM LIVING AREA. Except for the restrictions herein set forth for other Residential Lots, or the plans approved therefor, no Residence shall have an exterior area of less than:

- a. **Timber Lakes, Section 1** – 1,400 square feet, provided further that split level houses shall contain at least 1,100 square feet on the ground floor and containing a total of at least 1,500 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet.
- b. **Timber Lakes, Section 2** – 1,400 square feet, provided further that split level houses shall contain at least 1,100 square feet on the ground floor and containing a total of at least 1,500 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet.
- c. **Timber Lakes, Section 3** – 1,400 square feet, provided further that split level

houses shall contain at least 1,100 square feet on the ground floor and containing a total of at least 1,500 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet.

- d. **Timber Ridge, Section 1** – 1,400 square feet, provided further that split level houses shall contain at least 1,100 square feet on the ground floor and containing a total of at least 1,500 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet.
- e. **Timber Ridge, Section 2** – 1,400 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 1,300 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet.
- f. **Timber Ridge, Section 3** – 1,400 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 1,300 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet.
- g. **Spring Acres, Section 2** – 1,400 square feet, provided further that split level houses shall contain at least 1,100 square feet on the ground floor and containing a total of at least 1,500 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet.
- h. In no event shall any dwelling be erected in Timber Lakes, Section 1, on Lots 173-184, 186-193, and 224-235 inclusive, or the plans approved therefore, having an exterior area of less than 1,600 square feet, exclusive of attached garages, porches, guest quarters or other appendages.

SECTION 3.6. OCCUPANCY. No building or structure shall be occupied or used until the exterior thereof is finished.

SECTION 3.7. GARAGE CONVERSIONS. Garage conversions require approval from the Association. A blanket “grandfather” variance is granted for Lots with existing conversions at the time of ratification of this Declaration.

SECTION 3.8. CONSTRUCTION. All new dwellings shall be constructed with at least fifty percent (50%) brick, stone, cement fiber siding, or other material approved by the Association, and only new construction materials shall be used except for used brick or stone. No concrete blocks shall be used in said constructions, and all buildings shall be built on a slab foundation.

All roofing materials shall be slate, composition shingles, asphalt built up roof with gravel, or metal with finished edges. Corrugated metal roofing is not permitted.

If a Lot or adjacent dwellings are in a high-risk flood zone, per FEMA maps, no concrete slab will be required if the ground level is enclosed with brick, stone, or architecturally approved material with the required engineered flood openings. Lattice or the like is expressly not permitted. In no event shall any existing dwelling or building be moved on any Lot or Lots in the Subdivision. All new dwellings or raised dwellings must be built above Base Flood Elevation as set by all applicable flood control entities. Each applicable Owner (or their contractor) must produce a construction bond, acceptable to the Association, for all construction of any kind and character, be it the primary residence, garage, porches, or appendage thereto. Any residential structure construction commenced on any of said Lots must be completed within one hundred eighty (180) working days from the first (1st) day of construction on the foundation of the structure, or of the first (1st) day of construction of the foundation of the garage, whichever is first. Other accessory structures must be completed within ninety (90) days from commencement.

All gas meters shall be placed behind the building line and next to the building.

SECTION 3.9. OUTBUILDINGS. Outbuildings must be submitted to the ACC for approval and must be constructed of new material and cannot be nearer to the street than the building line as set forth and designated on the Subdivision Plats.

SECTION 3.10. AIR CONDITIONERS. No window, or wall type air conditioners visible from any street shall be permitted. If existing visible window units are removed, they may not be replaced with a new unit.

SECTION 3.11. MAILBOXES AND IDENTIFYING NUMBERS. Mailboxes and house numbers and similar appurtenances used in the Subdivision must be harmonious with the overall character and aesthetic appeal of the community as determined by the ACC in its sole discretion. House numbers must be visible on the house and the mailbox and able to be read from the street.

ARTICLE IV - DESIGNATED LOTS

Lots designated on the Subdivision Plats for specific purposes shall be subject to the same restrictions that are applicable to the Residential Lots unless otherwise specified in commercial covenants.

ARTICLE V - GARBAGE AND TRASH DISPOSAL

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. No incinerators may be kept or maintained in any part of the Subdivision. Equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and placed neatly out of sight and/or to

the side of the Residence.

ARTICLE VI - NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health, safety, and welfare of the residents in the Subdivision.

Subdivision residents found to be dumping or directing contractors or others to dump within the Subdivision or adjacent County property, accessed through the Subdivision, will be reported to Montgomery County law enforcement.

ARTICLE VII - VEHICLES

Operable automobiles shall be parked in the primary parking area of each Lot (garage/driveway). Parking in the grass area in front of a Residence must be limited to temporary use and shall not make the Residence appear in disarray.

Tractor trailer vehicles, buses, and box-trucks shall not be parked or kept in the street in front of, or to the side of, any Lot or on any Lot for a period more than seventy-two (72) hours and shall not be moved from place to place in the Subdivision to avoid the intent of this prohibition.

No vehicle may be parked within any part of any street in the Subdivision for more than twenty-four (24) hours at a time, and vehicles shall not be moved from place to place in the Subdivision to avoid the intent of this prohibition.

Inoperative vehicles of any kind, camp rigs off trucks, or other similar items of conveyance parked or stored permanently or semi-permanently on and/or beside driveways *must be screened from public view or covered in a neutral-colored cover, designed for make and model of said vehicle.* Storage on any public street, right-of-way, or easement is strictly prohibited. Recreational vehicles and boats stored, either permanently or semi-permanently, must be maintained in good and pleasing condition, and must be in full travel condition. Visiting recreational vehicles parked at a Residence must be in good condition and may apply for a temporary permit from the Association for a time not exceeding fourteen (14) days.

ARTICLE VIII - YARD

All Lots shall be kept at all times in sanitary, healthful, attractive, and safe condition, and the Owner or occupant of any Lot or Lots shall keep all weeds, grass and dead trees cut and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements as herein permitted, or permit the accumulation of garbage, trash, or rubbish of any kind, and shall not burn any garbage, trash, or rubbish. 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. Woodpiles shall be neatly maintained.

Holiday décor shall not be installed more than forty-five (45) days before and shall be removed no later than thirty (30) days after said holiday.

ARTICLE IX - 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 Association and its assigns, including, but not limited to, any and all utility companies serving the Subdivision, so that they may install, repair and maintain electric power, internet, water, sewage, drainage, gas and telephone service for the Lots in the Subdivision, and all contracts, deeds and conveyances of any of said Lots or portion thereof are hereby made subject to these easements. A 10-foot aerial easement adjacent to all road rights-of-way. An easement is granted to WCID#1 for all lakes for maintenance purposes.

ARTICLE X - TEMPORARY STRUCTURES OR RESIDENCES

Mobile homes, recreational vehicle, tent/canopy/awning, shack, barn, or other outbuilding or structure shall not be moved into this Subdivision, nor shall any other outbuilding be used as a permanent residence or for temporary use. This restriction does not prohibit recreational vehicles that have procured a permit from the Association. This restriction shall not prohibit the construction of other structures as maybe suitable and proper for the use of residents as provided above; either shall this restriction prohibit the storage of the residents' campers and/or recreational vehicles on their property.

ARTICLE XI - ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. Under no circumstances shall an undeveloped or owner-unoccupied Lot be used to keep animals. Dogs, cats, or other common household pets will be allowed on any Lot, provided that they are not kept, bred, or maintained for commercial purposes and do not become a nuisance, health hazard, or threat to other Owners. All pets must be properly vaccinated (in accordance with Texas law) and tagged for identification. Proof of vaccination shall be provided to the Association upon request. If no records are provided, a fine will be incurred, and the resident will have one (1) week to provide the requested records. In no event shall such household pets be allowed to run loose in the Subdivision.

Excessive barking will create a nuisance that will be addressed by the Association.

All domestic household pets kept for personal pleasure only must be kept confined within a fence enclosure or within the Owner's Residence or other building, or on a leash not more than twenty-five feet (25') in length. The number of animals kept at one Residence must not create a health or safety hazard or other nuisance. In addition to domestic household pets, up to six (6) chickens or other fowl (exclusive of roosters), rabbits, or two (2) pot belly pigs may be kept at a Residence subject to the same confinement restrictions as domestic household pets. Foster,

rescue, sanctuary, and the like animals are required to be registered with the Association, and the number of said animals allowed will be based on capacity of the subject property.

Any resident or family member engaged in short-term agricultural projects for educational purposes must obtain prior written approval of from the Association if said party shall keep or raise any animal, livestock, or poultry other than previously allowed. Lots in Spring Acres, Sections 1 and 2 are allowed one (1) horse per acre.

ARTICLE XI - FENCES

No fence or wall exceeding four (4) feet in height shall be located between the front of the home and the front property line, nor exceed past the property line. 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 (2) coats of paint or stain. Fences may be constructed on the interior property lines in accordance with this restriction. Fences should be constructed of lumber, chain-link, ornamental iron, or other approved material. Fences must be maintained in a neat and pleasing condition. Permits from the Association are required for all new and replacement fences.

ARTICLE XII - SIGNS

No signs of any kind shall be displayed to the public view on any Lot except one (1) 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. Yard signs, no more than five (5) square feet, used for fundraising efforts by local school booster organizations to member families, such as sports or academic clubs, and Association-sponsored signs are allowed provided the sign is maintained in good condition. Political signs must be maintained according to state law.

ARTICLE XIII - MAINTENANCE FUND

SECTION 13.1. MAINTENANCE ASSESSMENTS; LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. Each Lot within the Subdivision, and the Owner of each Lot, by acceptance of a deed thereto, whether or not it shall be expressed in the deed or other evidence of conveyance, is deemed to covenant and agree to pay the Association the following:

- a. Annual assessments or charges; and
- b. Special assessments for capital improvements, such assessments or charges to be fixed, established, and collected as hereinafter provided.

These assessments and any other charges levied pursuant to this Declaration, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the Lot, as applicable, and shall be secured by a continuing lien upon the Lot against which such assessments or charges are made. The said continuing lien shall apply to, and continue in full force and effect as to the Subdivision and as to each and every Lot contained

therein, as herein provided and effective as of the date of filing of this Declaration in the Official Public Records of Real Property of Montgomery County, Texas. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge falls due notwithstanding any subsequent transfer of title of such Lot. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

SECTION 13.2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Owners and residents in the Subdivision, and for the improvement and maintenance of the Subdivision. Without limiting the foregoing, the assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward the payment of all taxes, insurance premiums, and repair, maintenance, and acquisition expenses incurred by the Association, and, at the option of the Board of Directors, for any and all of the following purposes: street lighting, parking lots, alleyways, paths, easements, and esplanades in the Subdivision; collecting and disposing of garbage, rubbish, and materials of a similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement, and administration of all assessments and charges and in connection with the enforcement of this Declaration; providing for the planting and upkeep of trees, grass, and shrubbery in esplanades, easements, and other common areas; and doing any other thing necessary or desirable in the opinion of the Board of Directors to keep and maintain the Subdivision in a neat and good order or which they consider of general benefit to the Owners or occupants of the Subdivision, including the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, and other charges as specified herein. The judgment of the Board of Directors in establishing annual assessments, special assessments, and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

SECTION 13.3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessment per Lot and the due date thereof shall be set by the Board of Directors each year. Statements for the annual assessments shall be mailed to Owners no less than thirty (30) days in advance of the due date. The Board of Directors may not increase assessments greater than or equal to three percent (3%) per year without the assent of a majority of the total votes allocated to the Lot Owners of the Subdivision. Active military, elderly, and extenuating circumstance Owners can apply for reduced fees.

SECTION 13.4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon any common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on an annual, monthly, or quarterly basis at the Board of Directors' discretion.

SECTION 13.5. RATES OF ASSESSMENT. Both annual and special assessments on all Lots shall be fixed at uniform rates. The initial annual assessments are:

- a. Residential Lots – \$65.00 per year;
- b. Unimproved Lots – \$25.00 per year; and
- c. Commercial Lots – \$300.00 per year.

SECTION 13.6. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments or charges that are not paid when due shall be delinquent and shall be subject to late charges as set and determined by the Association. If an assessment or charge is not paid within forty-five (45) days after the due date, it may bear interest from the original due date until paid at the lesser of ten percent (10%) per annum or the highest non-usurious rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or against the then Owner of the subject Lot to foreclose the maintenance lien hereinabove prescribed against the respective Lot. Interest and/or late charges, as above specified, costs, and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment as a charge. Subject to the provisions of Texas Property Code §§209.009-209.011, there is vested in the Association or its agents, the right and power to bring all actions against an Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of its Lot.

SECTION 13.7. SUBORDINATION OF THE LIEN TO MORTGAGES. As hereinabove provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to any valid purchase money lien, improvement lien, home equity lien, or reverse mortgage (or any renewal and extension or such liens) affecting such Lot. The sale of any Lot shall not affect the lien in favor of the Association; provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

ARTICLE XIV - HOME BUSINESS

Profession or home industry businesses are allowed on Residential Lots, provide:

- a. Structure is built as a Residence;

- b. Customers, vendors, deliveries, employee traffic and the like, are occasional in nature. Excessive traffic will constitute a violation of these covenants;
- c. The primary purpose of the Lot is the Residence of the business owner;
- d. No signage for the business is allowed;
- e. From the street and neighboring yards, no evidence of a home business is visible; and
- f. Noise or emissions generated from normal business activities, debris, or outdoor supply storage are not allowed.

ARTICLE XV - ABANDONED PROPERTY

Vacant Lots, in substantial disrepair, with no agreement to bring the Lot to community standards, shall be subject to legal action and fees for cleanup and securing the property. The Association shall take appropriate action with Montgomery County, Texas to remedy property conditions, including petitioning the County to condemn and take possession of the property. If a Lot is vacant and the Owner cannot be located after 185 days, the property will be considered abandoned.

ARTICLE XVI - COMMON AREAS

All Members of the Association and their invitees shall have free ingress and egress to the lake or lakes throughout the park areas or other access routes of the Subdivision designated on the Subdivision Plats. All parks, lakes and beach improvements of the Subdivision shall be available for the use of Owners and their invitees at their own risk.

ARTICLE XVII - AUTHORITY TO GRANT VARIANCES

The Association and/or the ACC may authorize variances from strict compliance with any of the restrictions and/or ACC Guidelines of this Declaration, when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing and must be approved by at least a majority vote of the Association and/or the ACC, as applicable, and shall become effective upon execution of the variances. No Association and/or ACC member, as applicable, shall participate in any voting, in the capacity as an Association and/or ACC member, regarding a variance involving that person's Lot or the improvements thereon. If such a variance is granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision thereof, nor shall it affect in any way the Owner's obligation to comply with all applicable governmental laws and regulations. No granting of a variance shall be relied on by any Owner, or any other person or entity (whether privy or party to the subject variance or not) as a precedent in requesting or assuming variance as to any other matter of potential or actual

enforcement of any provision of this Declaration. For the avoidance of doubt, in the form a waiver, the Association and/or the ACC may grandfather violations occurring before this Declaration is ratified without penalty; provided, however, it is the Lot Owner's duty to apply for said grandfathering, to be entered into Lot record.

ARTICLE XVIII - PROPERTY OWNERS ASSOCIATION

SECTION 18.1. ORGANIZATION; PURPOSES; AUTHORITY. The Association is a Texas nonprofit corporation that serves as the property owners' association (as that term is used and defined in Section 202.001 of the Texas Property Code) for the Subdivision. The principal purposes of the Association are the promotion of the health, safety, and welfare of the Owners and residents within the Subdivision; the collection, expenditure and management of the maintenance funds; enforcement of the restrictive covenants applicable to the Subdivision; providing for the maintenance, repair, preservation, upkeep, and protection of the common properties and facilities in the Subdivision; the architectural control of the Lots; and the general overall supervision of all of the affairs of the Subdivision. To this end, the Subdivision is subject to the jurisdiction of the Association, and the Association has all of the powers and authority set out in its Articles of Incorporation and/or By-Laws consistent with the provisions of this Declaration and all supplemental or amended restrictions, and all of the powers and authority of property owners' associations as provided in Title 11 of the Texas Property Code.

SECTION 18.2. BOARD OF DIRECTORS.

- a. The Association acts through the Board of Directors, which manages the affairs of the Association as specified in the Articles of Incorporation and By-Laws of the Association.
- b. The Board of Directors is comprised of one seat for each Section of the Subdivision, and the Members of each Section of the Subdivision shall vote to elect a member of the Board of Directors from the Members of their respective Section.

SECTION 18.3. MEMBERSHIP. Every person or entity who is a record Owner of any Lot in the Subdivision is and shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, those owning only an easement right, or those having only an interest in the mineral estate. No Owner shall have more than one (1) membership as to any single Lot. Memberships are appurtenant to and may not be separated from ownership of the Lot. Membership automatically passes with the title to the Lot. Ownership of such Lot is the sole qualification for membership.

SECTION 18.4. VOTING RIGHTS. The Members of the Association shall have the voting rights as prescribed in the Association's Articles of Incorporation and By-Laws.

ARTICLE XIX - ENFORCEMENT

SECTION 19.1. The covenants, conditions, and restrictions herein set forth shall inure to the benefit of, be binding upon, and be enforceable by, the Association (and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof) and any and all Owners, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions; provided however, that no Owner shall be liable except in respect to breaches committed during its ownership of said Lot. The violation of any restriction, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against a Lot, or any part thereof, but such liens may be enforced against any and all property covered thereby subject, nevertheless, to the restrictions, covenants, and conditions set forth herein.

SECTION 19.2. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceeding at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted, and against the Lot to enforce any lien created herein. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of the terms and provisions hereof. The Owner of any Lot or Lots affected shall have the right to either prevent a breach of any restriction, covenant, or condition, or to enforce the performance of same. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

SECTION 19.3. FINES FOR VIOLATIONS. In addition to the other remedies and rights of enforcement provided for herein, the Association may assess fines for violations of the restrictive covenants herein contained, including violations of or failures to comply with any Rules and Regulations, other than non-payment or delinquency in assessments, in amounts to be set by the Board of Directors and made publicly available in the form of a recordable fines policy (as initially shown on Exhibit A, attached hereto), which fines shall be secured by the continuing assessment lien set out herein. Such fines shall be recoverable in the same manner as the maintenance charge; provided, however, the Association may not foreclose the Association's lien if the debt secured by the lien consists solely of fines assessed by the Association or attorney's fees incurred by the Association solely associated with fines assessed by the Association.

SECTION 19.4. APPEAL PROCESS. Any Owner receiving a fine who believes that no violation occurred may submit a written explanation to the Board of Directors. The Owner will be given an opportunity for a hearing and the enforcement fee will be imposed until after the hearing. The final determination of the Board of Directors following such hearing shall be binding on the Owner and the Association.

ARTICLE XX - GENERAL PROVISIONS.

SECTION 20.1 TERM. The covenants, conditions, and restrictions set forth herein shall remain in full force and effect for thirty (30) years from the date hereof, and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of ten (10) years each, unless modified or terminated in the manner hereinafter set forth.

SECTION 20.2. AMENDMENT; TERMINATION. This Declaration may be amended or modified at any time in any particular manner, or terminated in its entirety, by a vote of two-thirds of the Board of Directors and ratified by a majority vote of present and participating Lot Owners at a special meeting called for such purpose. All such Lot Owners shall be given thirty (30) days' notice in writing of any proposed amendment before the same is adopted. The person or persons requesting the amendment shall bear all expense of such amendment.

SECTION 20.3. NOTICES. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

SECTION 20.4. SEVERABILITY. Invalidation of one (1) or more of the provisions of this Declaration obtained by judgment, court order, or otherwise shall in no way affect any of the other provisions hereof, which shall continue and remain in full force and effect.

SECTION 20.5. GENDER AND GRAMMAR. The singular whenever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 20.6. TITLES. The titles of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this document.

SECTION 20.7 RIGHT OF ENTRY; ENFORCEMENT BY SELF-HELP. During reasonable hours subject to reasonable security requirements, the Association and its authorized agents and representatives shall have the right, in addition to and not in limitation of all of the rights it may have under this Declaration, to enter upon any Lot for emergency, security, maintenance, repair, or safety purposes, which right may be exercised by the Board of Directors, officers, agents, employees, managers and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Such law enforcement and emergency personnel shall also have such right of entry into any improvements located thereon to the extent allowed by applicable law. Except in any emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or occupant of a Lot. Authorized personnel of the Association performing outside lawn and landscape maintenance shall also have such right of entry. Any such entry shall constitute an authorized entry and neither the Association nor its agents and representatives shall be deemed guilty of trespass by reason thereof. In addition to any other remedies provided herein, the Association or

its duly authorized agent shall have the power to enter upon any Lot to abate or remove, using such force as is reasonably necessary, any improvement that is made to the Lot, other structures, thing, or condition that violates this Declaration. Unless an emergency situation exists, such self-help shall be preceded by written notice. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments. All such entries shall be made with as little inconvenience to the Owner as is practicable in the judgment of the Board of Directors and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to an assessment and lien to be reimbursed) shall be borne by the Association.

SECTION 20.8. COMPLIANCE WITH APPLICABLE LAW. Notwithstanding any provision to the contrary contained in this Declaration, the Association's collection of maintenance assessments and enforcement of the covenants and restrictions set out herein shall be pursuant to and in accordance with the relevant provisions of the Texas Property Code and other applicable law, and nothing herein shall be construed as authorizing any enforcement procedures or other action by the Association in contravention of any such Texas Property Code provisions or other applicable law.

SECTION 20.9. CERTIFICATE OF REQUIRED APPROVAL. Attached to this instrument and specifically made a part hereof is a Certificate, signed by the President and Secretary of the Association, certifying that a majority of the Lot Owners of the Subdivision have voted in favor of and approved this Declaration.

Unless further modified or amended as provided herein, this Declaration is to run with the land and shall be binding on all Owners of Lots in the Subdivision and all persons claiming under them for the term as set out in Section 9.1 herein.

SECTION 20.10 REPEAL OF ORIGINAL DECLARATION. This Declaration replaces the Original Declaration in its entirety, effective immediately upon the filing of this Declaration in the Official Public Records of Montgomery County, Texas, except to the extent this Declaration may be determined to be invalid or inapplicable to the Subdivision, or any Lot therein or any part thereof, or any right, title or interest therein, in which case and to such extent the Original Declaration shall apply, and in such case and to that extent (but only in such case and to such extent) the Original Declaration is hereby ratified and confirmed and shall continue in full force and effect.

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CERTIFICATE

The undersigned President and Secretary, respectively, of Timber Lakes and Timber Ridge Association, Inc., certify that, as required by the Original Declaration, the foregoing Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Timber Lakes, Timber Ridge, and Spring Acres Subdivisions has been approved by a vote of a majority of the Lot Owners of the Subdivision.

Date: _____
_____, President

Date: _____
_____, Secretary

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the ____ day of _____ 2022, by _____, President of Timber Lakes and Timber Ridge Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the ____ day of _____ 2022, by _____, Secretary of Timber Lakes and Timber Ridge Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Notary Public - State of Texas

Exhibit A

FINES POLICY

The following penalties will be imposed if an Owner has not corrected or removed the violation or if the violation is repeated or has returned. Additional monetary penalties will be imposed after inspections have been conducted to coincide with the terms of notice. These penalties may include any and all legal remedies afforded to the Association under law.

- a. Untimely Completion of Construction: Liquidated damages for failure to timely complete pursuant to Section 3.8 are \$100.00 per week for the first four (4) weeks, then \$50.00 per day until completion.
- b. Dumping: Subdivision residents found to be dumping or directing contractors or others to dump within the Subdivision or adjacent County property, accessed through the Subdivision, will be assessed a \$500.00 fine.
- c. Animal Vaccine: For failure to provide proof of vaccination, a fine will be incurred of \$_____.

Amendment One
Section 13: Replace

Replace Section 13, “annual maintenance fund assessment of \$65 per year” to be “annual maintenance fund assessment of \$95 per year”.

Amendment Two Article
13: Replace

"Commercial maintenance fund assessment of \$300 per year” to be “commercial maintenance fund assessment of \$500 per year.

Amendment Three
Article XI: Addition

In addition to domestic household pets, up to 10 (10) chickens or other fowl (exclusive of roosters), rabbits, or two (2) pot belly pigs may be kept at a Residence subject to the same confinement restrictions as domestic household pets. Animal waste and bedding must be kept clean and not cause an odor or noise nuisance.

Amendment Four
Article XI: Addition

The number of domestic pets shall be limited 10 animals. Fosters, Rescues, Sanctuaries, and the like are required to register with the HOA. Number of animals allow will be based on published recommended space guidelines and space available.

Amendment Five
Article XI: Addition

"One rooster per lot is allowed." This amendment to pass only if accompanying Amendment Three is passed that chickens are allowed.



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.
CHARTER NO. 269177

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated November 19, 1969

Martin Dies Jr.
Secretary of State



ARTICLES OF INCORPORATION
OF
TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.

We, the undersigned natural persons of the age of twenty-one (21) years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC., hereafter called the "Association".

ARTICLE TWO

The period of its duration is perpetual, unless sooner dissolved.

ARTICLE THREE

The corporation is a non-profit corporation.

ARTICLE FOUR

The street address of the initial registered office of the corporation is 1318 Americana Building, Houston, Texas, and the same of its initial registered agent at such address is W. C. BALTZELL.

ARTICLE FIVE

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance, preservation and architectural control of the residential Lots and Common Area within that certain property described as:

All of the land in:

Timber Ridge	Section one (1),
Timber Ridge	Section two (2),
Timber Lakes	Section one (1),
Timber Lakes	Section two (2),
Timber Lakes	Section three (3) A,
Timber Lakes	Section three (3) B,

Timber Lakes Section three (3);
out of the J. L. Stanley Survey Abstract No. 495 and the
Harry Segil Survey Abstract No. 796 as recorded in Plat
Records, Montgomery County, Texas, to which reference is
heremade for all purposes.

Furthermore, in the event additional sections are developed
into residential and/or recreational subdivision; the said
sections shall be included in this association with all of
the same rights and privileges as those participants here-
in;

And to promote the health, safety and welfare of the residents
within the above-described property and any addition thereto as may here-
after be brought within the jurisdiction of this Association for this pur-
pose to:

(a) Exercise all of the powers and privileges and to perform
all of the duties and obligations of the Association as set forth
in those certain Restrictions and Covenants and/or Declaration of
Covenants, Conditions and Restrictions, hereinafter called the
"Declaration," applicable to the property and recorded in the Office
of County Clerk of Montgomery County, Texas, and as the same may
be amended from time to time as therein provided, said Declaration
being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means,
all charges or assessments pursuant to the terms of the pertinent
Declaration; to pay all expenses in connection therewith and all
office and other expenses incident to the conduct of the business
of the Association, including all licenses, taxes or governmental
charges levied or imposed against the property of the Association
but any liens levied against members shall second and subordinate
to any other valid first liens properly filed of record;

(c) Acquire (by gift, purchase or otherwise), own, hold, im-
prove, build upon, operate, maintain, convey, sell, lease, transfer,
dedicate for public use or otherwise dispose of real or personal
property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of
each class of members mortgage, pledge, deed in trust, or hypothecate
any or all of its real or personal property as security for money
borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedications, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

(h) That the purpose is to bring together all owners of all sections of Timber Ridge and Timber Lakes on general matters. However, on specific questions concerning particular sections the voting rights shall remain separate as hereinafter stated, unless questions of a general nature arise.

ARTICLE FIVE

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, meaning deeded lot owners rather than holders of Contract for Deed, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE SIX

VOTING RIGHTS

The Association shall have two (2) classes of voting membership for each subdivision section.

Class A. Class members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership for each subdivision section on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership in each subdivision section; or *
- (b) on the 1st day of the sixth (6th) year after each subdivision section plat has been filed for record;

Where the matters concern all sections of Timber Ridge or Timber Lakes including any future sections all members of all sections shall be entitled to vote. However, where there is a specific question concerning one particular section of one particular subdivision, then only those owners within that section shall be entitled to vote on the question. Such matters of being general or specific shall be determined by a majority of the Board of Directors.

ARTICLE SEVEN

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Declarant Directors who need not be members of the Association and a director from each subdivision section who shall be elected from Lot owners of each section. These directors shall be elected after incorporation herein. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS	OFFICE
W. C. BALTZELL	1318 Americana Bldg. Houston, Texas	President

NAME	ADDRESS	OFFICE
DOVIE AKIN	2303 Smith Street Houston, Texas	Vice-President
J. W. SMELLEY	2303 Smith Street Houston, Texas	Secretary-Treasurer

ARTICLE EIGHT

The name and street address of each incorporator is:

NAME	ADDRESS
W. C. BALTZELL	1318 Americana Bldg. Houston, Texas
DOVIE AKIN	2303 Smith Street Houston, Texas
J. W. SMELLEY	2303 Smith Street Houston, Texas

ARTICLE NINE

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members from each particular section. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose.

ARTICLE TEN

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, undersigned, consisting and constituting the incorporators of this Association, have executed these Articles of Incorporation this 18th day of November, 1969.

W. C. Baltzell

W. C. BALTZELL

Dovie Akin

~~SARAH H. MOULDER~~

Dovie Akin

J. W. Smalley

J. W. SHELLEY

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority for said County and State on this day personally appeared W. C. BALTZELL, ~~SARAH H. MOULDER~~ ^{Dovie Akin} and J. W. SHELLEY, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing instrument as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of November, 1969.

Sharon Vaughn
NOTARY PUBLIC IN AND FOR
MONTGOMERY COUNTY, TEXAS



BY-LAWS
OF
TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC
VOL. 638

ARTICLE I

NAME AND LOCATION. The name of the corporation is **TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.**, hereinafter referred to as the "Association." The street address of the initial registered office of the corporation is 1318 Americana Building, Houston 2, Texas.

ARTICLE II

Definitions. Section 1. "Association shall mean and refer to **TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Properties shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to CWB Corp., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE III

MEETING OF MEMBERS. Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 8:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS. SELECTION. TERM OF OFFICE. Section 1. Number . The affairs of this Association shall be managed by a Board of three (3) Declarant Directors, who need not be members of the Association and a Director from each section within Timber Lakes and Timber Ridge. With the development of new sections, new Directors shall be elected. The election of the section Directors shall be decided by the majority of the Declarant Directors.

Section 2. Term of Office. In the event an election for section Directors has not taken place before the first annual meeting, said members shall elect their section Directors then. The Declarant Directors shall be elected every five (5) years and the section Directors shall be elected at each annual meeting thereafter. The Declarant Directors shall be elected by the members of all sections. The section Directors shall be elected by only the members from their particular section.

Section 3. Qualifications. A section Director must reside within the section he is elected from. A declarant Director may or may not be a member of the Association and there are no residential requirements. Each director must be 21 years of age. Any conviction for any crime with exception of minor traffic violations shall disqualify any candidate for Director.

Section 4. Removal. Any section Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association in his section. Any Declarant Director must be removed by a majority of all members of the Association.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

PROCEDURE AND ELECTION OF DIRECTORS. Section 1. Procedure. No filing fee shall be required of any candidate for Director whether of section or Declarant. However, any candidate for Director must send by *registered mail to the Chairman of the Board of Directors, his desire to have his name placed on the ballot for a particular section or for Declarant by midnight 60 days before the election. All elections shall take place at the annual meeting unless otherwise determined by the Directors. Members shall vote on their section Director and no other and all three (3) Declarant Directors.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in the respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

*Article V-Section 1: Term **Registered Mail** changed to **Certified Mail** by motion of Board on 9/26/11 and in accordance with new State of Texas HOA Reform Bill SH 472, effective 9-1-2011.

ARTICLE VI

MEETING OF DIRECTORS. Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly with a week's notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by a Declarant Director or by two section Directors, after not less than fourteen (14) days' notice to each Director unless waived by all.

Section 3. Quorum. A majority of the Declarant Directors and a majority of the section Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Determination of a General or Specific Question. In the event it is necessary for members to vote on any particular question the Directors shall determine if it affects only one section or all sections. If it affects only one section then it is specific and only members from that section may vote on it. If the question affects more than one section then all members may vote on it.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS. Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and rights to use of the recreational facilities of a member during any period in which said member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserve to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

- (c) As more fully provided in the Declaration, to:
- (1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid, A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES. Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment to the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; Keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditure to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL The Association shall have a seal in circular form having within its circumference the words: **TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.**

ARTICLE XIII

AMENDMENTS. Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B. membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the **TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.** have hereunto set our hands this 9th day of December, 1969.

SIGNED, NOTARIZED AND CERTIFIED COPIES OF THESE BY-LAWS ARE AVAILABLE IN THE HOA OFFICE FOR A FEE OF \$5.00.

**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE**

for

**TIMBER LAKES AND TIMBER RIDGE HOMEOWNERS ASSOCIATION, INC.
(In Compliance with Section 209.004 of Title 11 of the Texas Property Code)**

TIMBER LAKES AND TIMBER RIDGE HOMEOWNERS ASSOCIATION, INC. (the "Association") is a Texas non-profit corporation and a property owners' association. The Association's information required by Section 209.004 of Title 11 of the Texas Property Code, and certain other information the Association considers appropriate, is set forth herein. The undersigned, being the Association's President and a Director of the Association, submits this Management Certificate on behalf of the Association. This instrument supersedes any prior Management Certificates filed by the Association. The Association certifies as to the following:

1. The name of the subdivision development is Timber Lakes and Timber Ridge (the "Subdivision Development").
2. The name of the association is Timber Lakes and Timber Ridge Homeowners Association, Inc. (the "Association").
3. The recording data for the Subdivision Development is as follows:

Timber Lakes Section 1, a subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at Volume 006, Page 0035 Plat Records of Montgomery County, Texas;

Timber Lakes Section 2, a subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at Volume 006, Page 0053, Plat Records of Montgomery County, Texas;

Timber Lakes Section 3A, a subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at Volume 007, Page 0399, Plat Records of Montgomery County, Texas;

Timber Ridge Section 1, a subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at Volume 00A, Page 0039, Deed Records of Montgomery County, Texas;

Timber Ridge Section 2, a subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at Volume 009, Page 0008, Deed Records of Montgomery County, Texas;

Timber Ridge Section 3, a subdivision of record in Montgomery County, Texas, according to the map or plat thereof, recorded at Volume 009, Page 0077, Deed Records of Montgomery County, Texas;

4. The recording data for the declaration(s) applicable to the Subdivision Development is (are) as follows:

Timber Lakes Covenants recorded at Volume 567, Page 0117, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 1, recorded at Volume 652, Page 0340, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 1, recorded at Volume 688, Page 0901, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 1, recorded at Volume 688, Page 0889, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 1, recorded at Volume 808, Page 0851, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 1, 2, 3A, recorded at Volume 688, Page 0899, OPR Records of Montgomery County, Texas;

Timber Lakes Section 2 Covenants, recorded at Volume 596, Page 0557, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 2, recorded Volume 650, Page 0833, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 2, recorded Volume 688, Page 0893, OPR Records of Montgomery County, Texas;

Timber Lakes Section 3 Covenants, recorded at Volume 633, Page 0052, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 3, recorded at Volume 638, Page 0301, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Lakes Section 3A, recorded at Volume 688, Page 0895, OPR Records of Montgomery County, Texas;

Timber Ridge Section 1 Covenants, recorded at Volume 672, Page 0113, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Ridge Section 1, recorded at Volume 688, Page 0891, OPR Records of Montgomery County, Texas;

Timber Ridge Section 2 Covenants, recorded at Volume 702, Page 0235, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Ridge Section 2, recorded at Volume 808, Page 0855, OPR Records of Montgomery County, Texas;

Timber Ridge Section 3 Covenants, recorded at Volume 755, Page 0378, OPR Records of Montgomery County, Texas;

Amended Restrictions Timber Ridge Section 3, recorded at Volume 808, Page 0855, OPR Records of Montgomery County, Texas.

5. The name and mailing address of the Association:

Christy Alexander
281-292-0017
info@tltr-hoa.org

Timber Lakes and Timber Ridge Homeowners Association, Inc.
25610 Timber Lakes Drive
Spring, Texas 77380

The website for Timber Lakes and Timber Ridge Homeowners Association, Inc. is
www.tltr-hoa.org

The property transfer fee for Timber Lakes and Timber Ridge Homeowners Association, Inc. is one hundred dollars, payable to Timber Lakes and Timber Ridge HOA. If a resale certificate is requested, the amount is three hundred and fifty dollars, payable to Timber Lakes and Timber Ridge HOA.

This Management Certificate is effective as of the 10th day of March, 2022.

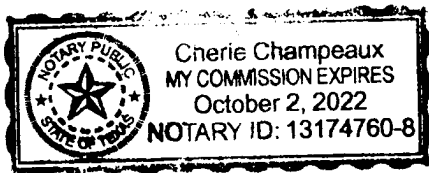
TIMBER LAKES AND TIMBER RIDGE..
HOMEOWNERS ASSOCIATION, INC..
a Texas nonprofit corporation



BY: Christy Alexander
ITS: President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on 10th day of March, 2022, by Christy Alexander, President of Timber Lakes and Timber Ridge Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

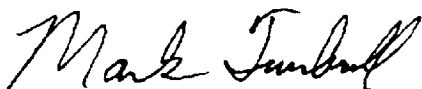


Notary Public Signature

AFTER RECORDING RETURN TO:

✓ Timber Lakes and Timber Ridge Homeowners Association, Inc.
25610 Timber Lakes Drive
Spring, Texas 77380

FILED FOR RECORD
03/11/2022 11:16AM

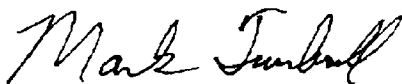


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

03/11/2022



County Clerk
Montgomery County, Texas



8

TIMBER LAKES TIMBER RIDGE ASSOCIATION, INC.
PAYMENT PLAN POLICY

This payment plan policy was approved by the Board of Directors for Timber Lakes Timber Ridge Association, Inc. on the 12th day of December, 2011.

- 1) Owners are entitled to one approved payment plan to pay their annual assessments.
- 2) All payment plans require a down payment and monthly payments.
- 3) Upon request, all Owners are automatically approved for a payment plan consisting of minimum of 10% down, with the balance paid off in three monthly installments.
- 4) If an owner defaults on the payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the owner for the next two years.
- 5) Alternative payment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative payment plan proposals. No payment plan may be shorter than 3 months or longer than 18 months.
- 6) The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate it is entitled to under its Governing Documents, and can charge reasonable costs of administering the payment plan. The term of a payment plan cannot be less than 3 months or more than 18 months.
- 7) The owner shall be charged an up-front twenty five dollar and 00/100 (\$25.00) payment plan set up fee, along with a five dollar and 00/100 (\$5.00) handling charge to be paid with each payment.



TIMBER LAKES TIMBER RIDGE ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of Timber Lakes Timber Ridge Association, Inc. hereby certify that the foregoing Resolution was adopted by at least a majority of the Association's Board of Directors."

By: Mike Sutter, President
Print Name: MIKE SUTTER

"I, the undersigned, being the Secretary of Timber Lakes Timber Ridge Association, Inc. hereby certify that the foregoing Resolution was adopted by at least a majority of the Association's Board of Directors."

By: Lanna Nunez, Secretary
Print Name: Lanna Nunez

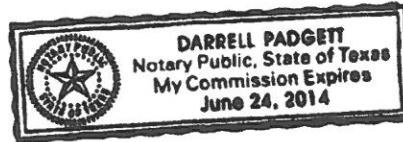
ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on 12/20/2011, by MIKE SUTTER, President of Timber Lakes Timber Ridge Association, Inc.

Darrell Padgett
Notary Public, State of Texas

My commission expires: 12/24/2014

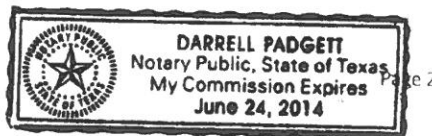


STATE OF TEXAS)
COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on 12-20-11, by Lanna Nunez, Secretary of Timber Lakes Timber Ridge Association, Inc.

Darrell Padgett
Notary Public, State of Texas

My commission expires: JUNE 24, 2014



TIMBER LAKES TIMBER RIDGE ASSOCIATION, INC.
RECORDS PRODUCTION POLICY

This Records Production Policy was approved by the Board of Directors for Timber Lakes Timber Ridge Association, Inc. on the 12th day of December, 2011.

I. Copies of Association records will be available to all Owners upon their proper request and at their own expense. A proper request:

- a. is sent certified mail, return receipt requested to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, or the Owner's agent, attorney or certified public accountant; and
- c. contains sufficient detail to identify the records being requested.

II. Owners may request to inspect the books and records or may request copies of specific records.

- If the owner makes a request to inspect the books and records, then the Association will respond within **ten (10) business days** of the request, providing the dates and times the records will be made available and the location of the records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents upon the owner paying the Association the cost thereof.
- If an owner makes a request for copies of specific records, and the Association can provide the records easily, then the Association will provide the records to the owner within ten (10) business days of the owner's request.
- If the owner makes a request for copies of specific records, the Association shall send a response letter advising on the date that the records will be made available (within **fifteen (15) business days**) and the cost the owner must pay before the records will be provided. Upon paying the cost to provide the records, the Association shall provide the records to the owner.

III. The Association hereby adopts the following schedule of costs:

<u>COPIES</u>	\$0.10 cents per page, for a regular 8.5" x 11" page
	\$0.50 cents per page, for pages 11" x 17" or greater

Actual cost, for specialty paper (color, photograph, map, etc.)

\$1.00 for each CD or audio cassette

\$3.00 for each DVD

LABOR \$15.00 per hour for actual time to locate, compile and reproduce the records
(can only charge if request is greater than 50 pages in length)

OVERHEAD 20% of the total labor charge
(can only charge if request is greater than 50 pages in length)

MATERIALS actual costs of labels, boxes, folders and other supplies used in producing the records, along with postage for mailing the records

IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's Books and Records:

**TIMBER LAKES TIMBER RIDGE ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

April 11, 2012

Dear Homeowner:

On April 1, 2012, the Association received your request to inspect the books and records of the Association. The books and records of the Association are available for you to inspect on regular business days, between the hours of 10 A.M. and 2 P.M., at the office of Timber Lakes Timber Ridge Association, Inc., 25610 Timber Lakes Drive, Spring, Texas 77380.

Please contact the Office Manager at 281-292-0017 to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Very truly yours,

Timber Lakes Timber Ridge Association, Inc.

V. The Association hereby adopts the following form of response to Owners who request copies of specific records:

TIMBER LAKES TIMBER RIDGE ASSOCIATION, INC.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

April 11, 2012

Dear Homeowner:

On April 1, 2012, the Association received your request for copies of specific Association records. We are unable to provide you with the requested records within ten (10) business days of your request. However, the requested records will be available to you no later than fifteen (15) business days after the date of this response.

In order to obtain the records you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$ _____. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of Timber Lakes Timber Ridge Association, Inc., 25610 Timber Lakes Drive, Spring, Texas 77380.

Very truly yours,

Timber Lakes Timber Ridge Association, Inc.

- VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.**
- VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information.**

TIMBER LAKES TIMBER RIDGE ASSOCIATION, INC.

CERTIFICATION

"I, the undersigned, being the President of Timber Lakes Timber Ridge Association, Inc. hereby certify that the foregoing Resolution was adopted by at least a majority of the Association's Board of Directors."

By: Mike Sutter, President
Print Name: MIKE SUTTER

"I, the undersigned, being the Secretary of Timber Lakes Timber Ridge Association, Inc. hereby certify that the foregoing Resolution was adopted by at least a majority of the Association's Board of Directors."

By: Lanna Nunez, Secretary
Print Name: Lanna Nunez

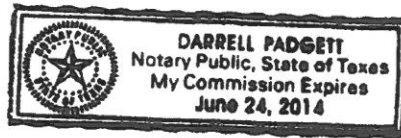
ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on 12/20/2011, by MIKE SUTTER, President of Timber Lakes Timber Ridge Association, Inc.

Darrell Padgett
Notary Public, State of Texas

My commission expires: JUNE 24, 2014

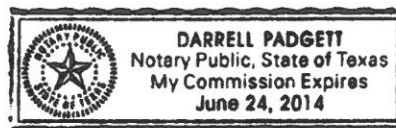


STATE OF TEXAS)
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on 12-20-11, by Lanna Nunez, Secretary of Timber Lakes Timber Ridge Association, Inc.

Darrell Padgett
Notary Public, State of Texas

My commission expires: JUNE 24, 2014



BY-LAWS
OF
TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC

ARTICLE I

NAME AND LOCATION. The name of the corporation is **TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.**, hereinafter referred to as the "Association." 25610 Timber Lakes Dr. Spring, TX 77380

ARTICLE II

Definitions. Section 1. "Association shall mean and refer to **TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Properties shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III

MEETING OF MEMBERS. Section 1. Annual Meetings. The annual meeting of the members shall be held on the First Tuesday of November of each year, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, at least 15 days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to constitute a quorum by majority vote of the members present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS. SELECTION. TERM OF OFFICE. Section 1. The affairs of this Association shall be managed by a Board of three (3) Directors, who are members of the Association and a Director from each section within Timber Lakes and Timber Ridge.

Sections include:

Timber Lakes 1 – Volume 6, Page 35, of the Plat Records of Montgomery County, Texas

Timber Lakes 2 – Volume 6, Page 53, of the Plat Records of Montgomery County, Texas

Timber Lakes 3 – Volume 7, Page 399, of the Plat Records of Montgomery County, Texas

~~Timber Lakes 3B – Volume 8, Page 25, of the Plat Records of Montgomery County, Texas~~

(No residential or commercial improved property)

Timber Ridge 1 - Volume 8, Page 39, of the Plat Records of Montgomery County, Texas

(Replat of Timber Lakes 3; 03/18/1968, File # 214921. County Tax Records incorrectly show TL3 A&B)

Timber Ridge 2 - Volume 9, Page 8, of the Plat Records of Montgomery County, Texas

Timber Ridge 3 - Volume 9, Page 77, of the Plat Records of Montgomery County, Texas

~~Spring Acres 1 – Unrecorded Plat (No residential or commercial improved property)~~

Spring Acres 2 – Unrecorded Plat

Section 2. Term of Office. The section Directors shall be elected at each annual meeting. The section Directors shall be elected by only the members from their particular section.

Section 3. Qualifications. A section Director must reside within the section he is elected from. Each director must be 21 years of age. Any conviction for any crime with exception of minor traffic violations shall disqualify any candidate for Director.

Section 4. Removal. Any section Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association in his section.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

PROCEDURE AND ELECTION OF DIRECTORS. Section 1. Procedure. No filing fee shall be required of any candidate for Director whether of section. However, any candidate for Director must send by Certified Mail to the Chairman of the Board of Directors, his desire to have his name placed on the ballot for a particular section by midnight 60 days before the election. All elections shall take place at the annual meeting unless otherwise determined by the Directors. Members shall vote on their section Director and no other.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in the respect to each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS. Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly with a week's notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by two section Directors, after not less than fourteen (14) days' notice to each Director unless waived by all.

Section 3. Quorum. A majority of the section Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Determination of a General or Specific Question. In the event it is necessary for members to vote on any particular question the Directors shall determine if it affects only one section or all sections. If it affects only one section then it is specific and only members from that section may vote on it. If the question affects more than one section then all members may vote on it.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS. Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and rights to use of the recreational facilities of a member during any period in which said member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserve to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
- (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
 - (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid, A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES. Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A board member maybe removed by a majority vote of The Board for Breach of Trust.

Section 6. Vacancies. A vacancy in any office may be filled by appointment to the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.

VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; Keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditure to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL The Association shall have a seal in circular form having within its circumference the words: **TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.**

ARTICLE XIII

AMENDMENTS. Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy.
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.
IN WITNESS WHEREOF, we, being all of the Directors of the **TIMBER LAKES AND TIMBER RIDGE ASSOCIATION, INC.** have hereunto set our hands this ___th day of _____, 2019_____

SIGNED, NOTARIZED AND CERTIFIED COPIES OF THESE BY-LAWS ARE AVAILABLE IN THE HOA OFFICE FOR A FEE OF \$5.00.

TIMBER LAKES, SECTION 1 – RESTRICTIONS

File # 165398

VOL. 567, Pg. 117 to 122

DEED

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, KENDALL CORPORATION., a Texas corporation, is the owner of all that certain real property comprising "Timber Lakes," and herein sometimes referred to as "Subdivision," according to the plat or map thereof of record in Volume 6, Page 35, of the Plat records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and

WHEREAS, KENDALL CORPORATION., in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said subdivision, and for the protection of such property values thereon, desires to place on and against said property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that KENDALL CORPORATION., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said "Timber Lakes," owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

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 KENDALL CORPORATION.

In the event said committee or its designated representatives fail 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 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 fully complied with. Notice of disapproval shall be by delivery in person or by 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 "Timber Lakes" 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, and shall be subject to the following restrictions, reservations, protective covenants, 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 lines, 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

KENDALL CORPORATION, upon the recommendation of the architectural control committee and upon such variations being ratified by all abutting property owner.

- (b) Lot Area No residential lot shall be re-subdivided into, nor shall any dwelling be erected 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 of said lots other than a single residence, designated and constructed for use by a single family, together with such servant's quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon 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 or residence on separate lots be advertised for use or used as 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, or the plans approved therefor, having an exterior area of less than 1,250 square feet, provided further that split level houses shall contain at least 1,100 square feet on the ground floor and containing a total of at least 1,500 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet. Provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servant's quarters or other appendages.
- (2) In no event shall any dwelling be erected on Lots 173-184, 186-193, and 224-235 inclusive, or the plans approved therefor having an exterior area of less than 1,600 square feet, exclusive of attached garages, porches, servant's quarters or other appendages.
- (3) No building or structure shall be occupied or used until the exterior thereof is completely finished.
- (4) In no event shall any residential lot be used for any business purpose.
- (5) All residences in this subdivision are to have at least a one or two car enclosed attached garage or a two-car nonattached garage.
- (d) Construction All structures shall be at least 50% brick and only new construction materials be used except for used brick. 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 KENDALL CORPPRATION, 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 120 days after the pouring of the slab. All gas meters shall be placed behind the building line and next to the building.

3. DESIGNATED LOTS

Lots designated on the aforementioned Plat for specific purposes shall be subject to the same restrictions that are applicable to Residential Lots as long as such restrictions do not create an unreasonable hardship on carrying out the purpose for which the lots were designed.

4. GARBAGE AND TRASH DISPOSAL

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.

5. 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: a 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.

6. 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 KENDALL CORPORATION, water drainage, sewage, and telephone utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone service for the lots in the subdivision, and all contracts, deeds and conveyances, any of said lots or portion thereof are hereby made subject to this easement. A 10-foot aerial easement adjacent to all road right-of-ways.

7. 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 out building be used as a temporary or permanent residence in this subdivision. **This restriction shall not prohibit the construction of other structures as maybe suitable and proper for the use of residents as provided above in Paragraph 2 (c). Neither shall the restriction prohibit the storage of the residents' campers and/or trailers on their property.**

8. ANIMALS

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

9. FENCES AND PLANTS

No fence or wall shall be located any nearer to a street than building line as set forth in the aforementioned 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 (2) coats of paint or stain. Fences may be constructed on the interior property lines in accordance with this restriction.

10. 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.

11. MAINTENANCE FUND

Each lot sold shall be subject to an annual maintenance fund of \$10.00 per year, payable July 1st in advance each year. Said fund to be collected and disbursed by the officers of KENDALL CORPORATION until eighty percent (80%) of all lots in said subdivision are sold, including this and all subsequent sections.

Then said fund shall be collected and dispersed by a committee of three persons selected or elected by the Timber Lakes Association. This fund shall be used for the purpose of improving and maintaining the streets, parkways, easements, collecting and disposing of garbage and rubbish, maintaining and operating a swimming pool, if any, or doing any other things necessary or desirable in the opinion of the KENDALL CORPORATION, its successors, assigns, or nominees, to keep the property neat, clean and in good order. Any purchaser of any lot shall be required to be a member of the Timber Lakes Association.

12. TIMBER LAKES-TIMBER RIDGE ASSOCIATION

There is hereby created the Timber Lakes Association, which shall comprise all of the property owners in said subdivision. Said association may incorporate under the Texas Non-Profit Corporation Act to carry out the duties, obligations and purposes herein given and set out in these restrictions and covenants. Pending incorporation the association shall be governed by a board of directors made up of three (3) property owners, chosen by the property owners of this subdivision annually.

The property owners shall have one vote in the selection of the board of directors for each lot owned in the subdivision. All members of the association and their families shall have free ingress and egress to the lake or lakes throughout the park areas or other access routes designated on the plat or recorded of this subdivision. All parks, lakes and beach improvements shall be available for the use of property owners and their families at their own risk.

13. TERM

If at any time a purchaser of a lot, his heirs (successor) or assigns, should desire to sell the property purchased, or any part thereof, the same shall first be offered to the undersigned, their heirs or assigns, who shall have the right to purchase the same at the price the purchaser, his heirs (successors) or assigns, can sell the property for, and if the undersigned, their heirs, or assigns, fail or refuse to exercise said option within ninety days thereafter, said option shall become null and void; provided, however, that it is understood and agreed that said ninety (90) days option shall extend from and after the date the undersigned, their heirs or assigns, are notified by the purchaser, his heirs (successors) or assigns of the price for which the property can be sold. **Above paragraph eliminated and deleted by Amendatory Instrument dated 12/8/67, File #211494, recorded in Volume 652 and filed for record 12/11/67. Also refer to Confirmation of Elimination and Deletion, File #238580, recorded in Volume 697 & filed for record 11/7/69.**

After KENDALL CORPORATION, the developer, shall have sold eighty percent (80%) of the lots in this subdivision, any or all of the covenants herein may be annulled, amended, or modified at any time by a vote of two-thirds of the Board of Directors of the Timber Lakes Association., upon the recommendation of the architectural control committee, and ratified by a majority of the lot owners in the unit in which such amendment is proposed. All such lot owners shall be given thirty (30) days' notice in writing of any proposed amendment before the same is adopted. The person or persons requesting the amendment shall bear all expense of such amendment. No amendment shall place an additional burden or restriction on lots in said subdivision where the owner of such lot or lots does not join in such amendment.

All covenants and restrictions are for the benefit of the entire subdivision, and shall be binding upon the purchaser or their 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 Timber Lakes,, Montgomery County, Texas, and lots with 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 of the same force and effect as if said restrictions, covenant, 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 KENDALL CORPORATION, a Texas corporation, has deemed these presents to be executed by its president and attested by its secretary all thereunto duly authorized on this 20th day of May, 1964.

NOTE: Items shown in BOLD print in Paragraphs 7 and 9 reflect partial revisions to Deed Restrictions, dated June 27, 1969, and filed for record with the Montgomery County Court Clerk on July 10, 1969, in VOL 688, Page 890.

SIGNED, NOTARIZED AND CERTIFIED COPIES OF THESE DEED RESTRICTIONS ARE AVAILABLE AT THE HOME OWNER'S ASSOCIATION OFFICE FOR \$5.00 PER SET.