

**RESTRICTIONS,
COVENANTS
AND CONDITIONS
SECTION 3**

040-13-0152

DEED RECORDS

W 4253 H 25

B282314

11/13 2004 10:00 AM LSC PJ

18.15

RESTRICTIONS, COVENANTS AND CONDITIONS

OF

TIMBER COVE ADDITION, SECTION 3

AND

EASEMENTS ON CERTAIN ACREAGE TRACT

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

PART ONE

RESTRICTIONS, COVENANTS AND CONDITIONS
OF TIMBER COVE ADDITION SECTION 3.

1931 JAN 17 PM 12 57

WHEREAS, TAYLOR LAKE DEVELOPMENT CO., a Texas Corporation, whose President is WM. S. CRAWFORD, JR., and whose Secretary is JOHNNIE G. FREEMAN, of Harris County, Texas, is the owner of that certain 7.69 acres of land in the Ritson Morris Survey, in Harris County, Texas, which land it has subdivided and platted into an addition known and designated as TIMBER COVE ADDITION,

SECTION 3, as shown by and according to the map or plat of said addition which was duly filed for record in the office of the County Clerk of Harris County, Texas on the 12th day of September, 1960, and is recorded in Volume 75, Page 16 of the Map Records of Harris County, Texas, reference to which map or plat and record thereof being hereby made for all purposes; and,

WHEREAS, said TAYLOR LAKE DEVELOPMENT CO., desires to create and adopt a general and uniform plan or scheme of restrictions, covenants and conditions to govern the use, development, improvement and sale of lots in said TIMBER COVE ADDITION, SECTION 3, for the benefit and protection of each lot and designed to make said addition more attractive for residential purposes:

NOW, THEREFORE, for the purposes aforesaid, said TAYLOR LAKE DEVELOPMENT CO. does hereby place and impose the following restrictions, covenants and conditions upon and against all the residential lots in said TIMBER COVE ADDITION, SECTION 3:

A. RESIDENTIAL CHARACTER AND USE OF LOTS.

1. Each and every lot in TIMBER COVE ADDITION, SECTION 3, shall be known, described and used only as a residential lot, save and except RESERVES

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Deputy

SONG TRAN

"B" and "C", both in Block Ten (10), which are set aside and reserved as a recreational area more particularly provided for in paragraph E, below.

2. All of the residential lots in TOWER COVE ADDITION SECTION 3, shall be used for residence purposes only, and no residential lot may be used for any other purpose or purposes whatsoever.
3. No trade, business or profession and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.
4. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
5. The term "residence purposes" as used herein shall be held and construed to exclude use for hospitals, duplex houses, apartment houses, hotels, tourist courts, rooming houses, garage apartments (except garage apartments used as servants quarters), and all other kinds or types of housing accommodations, other than a detached, single-family dwelling house and the appurtenances thereto as hereinbelow permitted, and shall also be held and construed to exclude all business, commercial, trade or professional uses.

B. BUILDING RESTRICTIONS.

1. Only one (1) residence house, which shall be a detached single-family residence house, either of one-story, one and one-half story, or two-story construction, shall be built or permitted on each lot, and such house may have an attached or detached garage for not more than three (3) cars, as well as attached or detached servant quarters for domestic servants engaged on the premises, but no servants quarters shall be permitted on any lot unless built at the same time or after construction of the main residence.
2. The ground floor area, exclusive of open porches and garages, of all one-story residence houses to be built in Block Eight (8) shall not be less than 1700 square feet, save and except those lots having frontage on the Boat Slip, and/or Boat Canal, according to the recorded map or plat of

• 2 •

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

TIMBER COVE ADDITION SECTION 3, hereinabove referred to, which said lots are numbered twenty-four (24) and twenty-five (25) and the ground floor area on these lots, exclusive of open porches and garages, shall not be less than 2000 square feet. The ground floor area, exclusive of open porches and garages, of all one-story residence houses to be built on lots in Block Ten (10), which said lots are numbered forty-two (42) and forty-three (43) and said lots having frontage on TAYLOR LAKE, shall not be less than 2000 square feet.

3. The ground floor area, exclusive of open porches and garages, of all two story and/or one and one-half story residence houses to be built on lots in Block Ten (10), said lots being numbered forty-two (42) and forty-three (43), shall not be less than 1500 square feet.

4. The ground floor area, exclusive of open porches and garages, of all two story and/or one and one-half story residence houses to be built on any lot in Block Eight (8), save and except lots numbered twenty four (24) and twenty five (25), shall not be less than 1400 squarefeet, and the ground floor area, exclusive of open porches and garages, of all two story and/or one and one-half story residence houses to be built on said lots numbered twenty-four (24) and twenty-five (25) in Block Eight (8) shall not be less than 1500 square feet.

5. All residence houses to be built on lots in TIMBER COVE ADDITION SECTION 3, shall face the street on which the lots front, but exceptions to this requirement in regard to those residence houses to be built on lots in Block Eight (8) which have frontage on the boat slip and/or boatcanal and on lots in Block Ten (10) which have frontage on Taylor Lake, may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable. A corner lot shall be deemed to front on the street on which it has the smaller dimension, but exceptions to this requirement in regard to corner lots may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable.

6. The exterior finish or construction of all residence houses to be built in this Addition shall be at least sixty (60) per cent brick, stone or other masonry, and in computing such percentage, roof area shall be excluded, but attached garages, porches and other structures constituting part of the building proper shall be included. Exceptions to this requirement may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable.

3

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

NOV 15 2004

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

7. In addition to the main residence house, out-buildings for the use and enjoyment of the property may be built on the lots, but, except as hereinbelow stated, not more than one (1) out-building in addition to a garage shall be placed or built on any lot, and no out-building shall be used or occupied as living quarters, except by domestic servants engaged on the premises. The term "our-building" as used herein shall mean and include any building or structure of any type which is not attached to the main residence house as a proper part thereof. Provided, however, that in addition to the out-buildings hereinabove permitted, there may also be built on each lot which has frontage on Taylor Lake or on the boat slip or canal, one (1) boat house or boat shed, one (1) pier and/or boat landing, and bulkheads, but no such boat house or boat shed shall be used or occupied as living quarters under any circumstances.

No garage, out-building, boat house, boat shed, pier, boat landing, detached open patio or fence shall be placed or built on any lot unless the same is done at the same time as or after the construction of the main residence house.

The COMMITTEE hereinafter named or referred to shall have the right to make exceptions to the foregoing restrictions in regards to any matter concerning boat houses, boat sheds, piers, boat landings, bulkheads, detached open patios and fences, whenever such Committee deems it proper or advisable.

8. No building, fence, wall or other structure shall be placed or built on any lot in Blocks eight (8) or Ten (10) nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat of this addition above referred to.

9. No structure, fences and garden walls excepted, shall be placed or built on any lot in Blocks eight (8) or ten (10), nearer than five (5) feet to any interior side lot line, but the foregoing side lot line restriction shall not apply to lots twenty-four (24) and twenty-five (25) in Block eight (8) and lots forty-two (42) and forty-three (43), in Block ten (10) in cases where adjoining owners agree to build a boat-house, boat-shed, boat-landing or pier at the lake front or at the boat slip and/or boat canal, for their common use,

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy
SONG TRAN

and in such cases such structures for common use may be nearer than five (5) feet to or may straddle the common property line, nor shall the side lot line restrictions apply to bulkheads at the water front. No structure, including but not limited to boat houses, boat sheds, boat landing or piers, shall be built on lots twenty-four (24) and twenty-five (25), in Block 8, which would extend into the boat slip and/or boat canal, past the existing bulkhead, except that a catwalk, walkway or similar extension and running parallel with the existing bulkhead and not exceeding two (2) feet in width is permitted. Owners may dredge, excavate or cut boat slips on or into the lots and the existing bulkhead may be cut for this purpose but said slip must be bulkheaded with similar or equivalent treated wood material and properly cabled off with "dead men" in a good and workmanlike manner and subject to the approval of the COMMITTEE, hereinafter named. Boat houses and/or boat sheds also may be built over and on to said slip and shall not exceed a reasonable height, subject to the approval of said COMMITTEE, hereinafter named. Owners of lots numbered forty-two (42) and forth-three (43) in Block 10 also may dredge, excavate or cut a boat slip on their lots to extend the water line so that boats may be docked or kept on the water and within lot lines, provided that any such slips constructed in Timbor Cove Section 3, shall be for pleasure boats only and shall not be larger than reasonably required for the personal use of the owner and/or occupant of the lots.

10. The main residence house and out-buildings on lots numbered twenty-four (24) and twenty-five (25) in Block 8 and on lots numbered forty-two (42) and forty-three (43), in Block 10, shall not be nearer than fifty (50) feet to the property line fronting on TAYLOR LAKE and/or the BOAT CANAL or BOAT SLIP, but exceptions to this requirement may be made by the COMMITTEE hereinafter named whenever such COMMITTEE may deem it proper or advisable. The foregoing set-back line shall not apply to boat houses, boat sheds, bulkheads, piers, boat-landings, detached open patios, fences or other structures which said COMMITTEE may permit to be nearer to the water line.

11. Lots or fractions of lots may be combined in the manner hereinbelow stated so as to create a single residential lot or homestead and the whole area resulting from any such combination shall be treated as a single residential

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

NOV 15 2004

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

FILED RECORDS
 VN 4253 30

lot as if originally platted as such on said map or plat of this addition, and in such cases the side lot lines between the lots or fractions of lots combined shall not be deemed to be side lot lines for building set-back purposes; such combinations being permissible only as follows:

- (1) Any whole lot may be combined with any number of adjoining or contiguous whole lots.
- (2) Any whole lot or any homestead created by combination of whole lots, as above permitted, may be combined with a fraction of either or both of the lots adjoining the same.
- (3) No residential lot or homestead may be created by combining only a fraction of one lot with a fraction of another lot, but all combinations using a fraction of any lot or lots shall include one whole lot as shown by said plat.

12. No structure of a temporary character, trailer, trailer house, basement, tent, shed, barn or garage shall be used on any lot at any time as a residence or living quarters, either temporary or permanently, but servants engaged on the premises may occupy servants quarters built upon or onto any garage or other out-building.

13. All residence houses and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve the attractiveness thereof.

14. Drainage ditches or facilities shall not be obstructed. Culverts at least 18 inches in diameter shall be placed under all driveways to permit flow of water prior to the use and occupancy of any lot, at the expense of the owner building on such lot.

15. No building or other structure, except when incidental to construction, shall be moved onto any lot without written permission of the Committee hereinafter named.

16. No building, fence, wall, boat house, pier, bulkhead, landing or other structure shall be built, placed or altered on any residential lot until the construction plans and specifications and a plot plan showing the location thereof have been approved by the Committee hereinafter named as to compliance with these restrictions generally and, without limitation, as to type and size of structure, quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography, fifth grade elevation and building set-back lines. In the event said Committee

- 6 -

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **NOV 15 2004**

BEVERLY B. KAUFMAN, County Clerk
 Harris County, Texas

Song Tran Deputy

SONG TRAN

045-13-0158

REC-00003

WM 4253 10 31

fail to approve or disapprove said plans, specifications and plot plan within thirty (30) days after the same have been submitted to it, or in the event said Committee shall cease to function or exist and no other committee, body or organization has taken over its duties and functions, or in the event no member of such committee may be found in Harris County, Texas, after diligent search has been made for at least thirty (30) days, then upon the filing of an affidavit in the office of the County Clerk of Harris County, Texas, by the person seeking to build, which shall state the facts as to the occurrence, happening or existence of any such event, the approval herein required by such Committee shall not longer be required and the person seeking to build may build without such approval, but the restrictions, covenants and conditions contained in this instrument shall otherwise be complied with and observed.

C. WATER, SEWAGE DISPOSAL

1. No water well or cistern, either above or below ground, shall be drilled, dug, placed or erected in, under or on any residential lot. All water to be used and/or consumed for any purposes whatsoever in connection with each and every lot or the use or occupancy thereof shall be purchased and obtained from a water supply and or service system or systems to be owned and/or operated by the HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 75, its successors or assigns, and each and every owner and/or occupant of a lot, lots or premises in this addition, and all persons claiming by, through or under them shall contract with said HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 75, its successors or assigns, for water supply and or service, and shall pay the established rates or charges therefor, as well as all such fees, charges or deposits as may be required for water meters or tapping or connection to water mains.

2. No outside privies or toilets shall be permitted in this addition. All toilets shall be inside the houses and prior to at the expense of the person building, occupying the same shall be connected, to the central sewage disposal system and/or sewage collection system, owned and/or operated by the HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 75, its successors or

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song

Deputy

SONG IWAN

assigns, and each and every owner and/or occupant of a lot, lots or homestead in this addition, shall contract with said HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 75, its successors or assigns, for sewage collection and disposal and/or sewage service and shall pay the established rates or charges therefor, as well as all such fees, charges or deposits as may be required for tapping or connection to the sewage system's collection lines.

3. The undersigned reserves unto themselves, their heirs, successors and assigns, as well as the HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 75, its successors and assigns, and THE TAYLOR LAKE UTILITY CO., its successors and assigns, the right at all times to use any and all areas shown on said recorded map or plat of TIMBER COVE ADDITION SECTION 3, as a utility easement or other area dedicated to the public use, for the purpose of laying, placing, installing, maintaining, repairing, replacing or construction of all kinds and types of water and sewer lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of a water and sewer service and/or supply and collection system, and its appurtenances, to service, furnish or supply this addition and any and all adjoining, contiguous and nearby properties with water and to collect and dispose of sewage from such properties. The right but not the obligation is herein reserved by the parties aforesaid to inspect the connection or tap made to water and sewer lines, mains or pipes and have the right to accept or refuse to approve such connection if improperly made.

4. The drainage of sewage into a road, street, alley, ditch or TAYLOR LAKE, either directly or indirectly is strictly prohibited. This provision shall not apply to the discharge of effluent from a sewage treatment plant serving this Addition, and owned or operated by the HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 75, its successors or assigns.

D. MISCELLANEOUS RESTRICTIONS.

1. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats, birds and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and further provided that they are not kept in such numbers as to be or become an annoyance or nuisance to the neighborhood.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Deputy
SONG IMAN

2. No lot shall be used or maintained as a dumping ground for rubbish, debris or waste matter. Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. All incinerators or other equipment for the storage or disposal of all such matter shall be kept in a clean and sanitary condition.
3. No boat, boat trailer, boat rigging, truck or trailer of any kind shall be stored or parked (except temporarily) nearer to the street than the building set-back lines as shown on said recorded plat.
4. No lot shall be used for the storage of commercial products, liquid, solid or otherwise, not necessary or convenient for the use and enjoyment of the property for residential purposes.
5. Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.
6. No signs, billboards, posters, or advertising devices of any kind or character shall be erected, placed or maintained on any lot, except one sign of not more than ten square feet advertising the property for sale or rent and also excepting signs used by a builder to advertise the property during the construction and sales period. Taylor Lake Development Co., reserves the right for itself, its successors and assigns to build, place and maintain signs, billboards and advertising devices to advertise the addition generally as well as to advertise particular lots.
7. Notwithstanding any restrictions anyplace herein contained, said Taylor Lake Development Co., its sales agents, successors and assigns shall have and reserve the right to place, build or maintain a sales office on any lot in said addition during the period when lots are being sold and/or houses are being built or offered for sale in said addition.
8. The owners and/or occupants of all lots in this addition shall at all times keep the ground and weeds thereon cut to promote sanitation, health and appearance. If the owner of any vacant lot shall fail to comply with the foregoing requirement, then after five (5) days written notice, said Taylor Lake Development Co., its successors or assigns, or the Committee hereinafter named may cause such grass or weeds to be cut and in such case said owner shall immediately pay the amounts expended for such work to the person doing or causing the same to be done. The foregoing shall be in addition to all other rights and/or remedies to enforce compliance herewith.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy
SONG TRAN

9. The words "house", "residence", "building" or "structure" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

10. No soil shall be removed from any lot nor shall any trees thereon be cut or felled except as required for landscaping or construction work thereon, but dead or unrightly trees may be removed.

11. All driveways and walkways constructed upon a lot in this Addition in connection with the building of a residence shall be of concrete, asphalt, brick stone or other masonry construction; sea shell, iron ore or similar materials not being permitted. Said driveways and walkways at the expense of the owner, shall be extended to and tied into the street which serves as the lot boundary and the joining with said street shall be done in a good and workmanlike manner subject to the approval of the COMMITTEE herein-after named, and the owner or person so constructing said driveways and walkways, shall at his or their expense make necessary repairs to the street, curb, culvert or ditch which may have been disturbed by said construction.

E. RECREATIONAL AREA.

1. The areas shown and designated as RESERVES "B" and "C" in Block Ten (10), on said recorded plat of TIMBER COVE ADDITION SECTION 3, is reserved and set aside as a community and/or recreational area for the exclusive and common use and enjoyment of the persons hereinafter mentioned which uses shall include, but not be limited to, uses by such persons for swimming, boating, fishing, outdoor sports, picnic grounds, and other civic or recreational uses, and such area may be improved with buildings or other structures or facilities for any such purposes. The users of such area shall keep the same in a neat and attractive condition at all times, free from weeds, refuse, garbage, trash and rubbish. The public generally is excluded from such area and no dedication thereof or any part thereof to the public use is made or intended, and such area is intended and shall be for the common use and benefit of the following persons only, to-wit:

- (1) All persons owning or occupying or to own or occupy any lot in TIMBER COVE ADDITION SECTION 1, SECTION 2, and SECTION 3.

10

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

- (2) All persons owning or occupying or to own or occupy any residential lot in any and all future or additional sections of TIMBER COVE ADDITION which may be hereafter platted, established or subdivided out of any lands adjoining, adjacent or contiguous to, or in the vicinity of TIMBER COVE ADDITION SECTION 1, SECTION 2, or SECTION 3, owned or hereafter acquired by TAYLOR LAKE DEVELOPMENT CO., its successors or assigns.
- (3) All persons owning or occupying or to own or occupy any acreage or acreage tracts, or any part thereof, adjoining, adjacent or contiguous to, or in the vicinity of TIMBER COVE ADDITION SECTION 1, SECTION 2, or SECTION 3, owned or hereafter acquired by TAYLOR LAKE DEVELOPMENT CO., its successors or assigns.
- (4) The guests of all persons named in the preceding three sub-paragraphs, provided such guests are accompanied by such owners and/or occupants or members of their immediate families.
- (5) All persons who are not owners and/or occupants of lots in TIMBER COVE ADDITION who are given specific and express permission to go upon said recreational area by TAYLOR LAKE DEVELOPMENT CO., its successors or assigns.
2. All taxes and/or assessments of all taxing authorities to be levied or assessed upon or against said recreational area and/or the improvements thereon for the year 1960 and subsequent years, as well as all costs, charges and expenses for building, placing or repairing of improvements, equipment or facilities on said recreational area and/or for the upkeep or maintenance of said area shall be paid out of the Maintenance Fund hereinbelow provided for, and Taylor Lake Development Co., a corporation as aforesaid, shall never be liable, nor shall its successors or assigns ever be liable, for the payment of any such taxes, assessments, costs, charges or expenses.
3. Taylor Lake Development Co., its successors or assigns shall have the right, power and authority to mortgage and place liens against said recreational area, RESERVE "B" and "C" in Block Ten (10) and all improvements thereon, for the purpose of securing the repayment of any loans or loans which may be made to finance or pay for the construction or placing of improvements, equipment and/or facilities on said recreational area for the common use, benefit or enjoyment of the persons entitled to use the same, and these restrictions as well as the rights, titles, interests and privileges of the persons entitled to use said area shall in all things be inferior and subject to any such lien or liens, and any such lien or liens may be foreclosed without notice to such persons or any of them, and the purchaser at any foreclosure sale shall acquire said property free and clear of these restrictions and free and clear of the rights, titles, interests and privileges of the aforesaid persons.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **NOV 15 2004**

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Deputy

SONG TRAN

4. At any time after any non-profit civic club or similar association or organizations is formed by the owners and/or occupants of lots in TIMBER COVE ADDITION SECTION 1, SECTION 2, and SECTION 3, or other section or sections of said addition which may hereafter be platted and established which club, association or organization shall have as one of its main purposes or objectives the promotion of the safety and/or health of the persons living in said addition and/or the cleanliness, beautification or protection of the property in said addition, or other similar purposes, said Taylor Lake Development Co., its successors or assigns shall have the right and may, but shall not be obligated to quit-claim or convey the said recreational area, RESERVE "B" and "C" in Block Ten (10) to said civic club, association or organization who shall hold the same for the use and benefit of the persons above named who are entitled to use the same.

F. TIMBER COVE COMMITTEE.

In the Restrictions, Covenants and Conditions of TIMBER COVE ADDITION, SECTION 1, which instrument was filed for record on June 6, 1958, in the office of the County Clerk, Harris County, Texas, under file No. 1902334, TIMBER COVE COMMITTEE was established and created and it was further provided therein that in the event additional sections of TIMBER COVE ADDITION should be platted and established out of adjoining, adjacent or contiguous lands, then if so provided in connection with any such future sections the TIMBER COVE COMMITTEE so created may also act for and serve any such additional sections, just as if this committee were originally created to act for and serve all Sections of TIMBER COVE ADDITION. Now, therefore, the TIMBER COVE COMMITTEE, which was created in the instrument above referred to, is hereby authorized and empowered to act for and in behalf and serve TIMBER COVE ADDITION SECTION 3, as well as TIMBER COVE ADDITION SECTION 1 and TIMBER COVE ADDITION SECTION 2, said Committee having been authorized and empowered to act for and in behalf of TIMBER COVE ADDITION SECTION 2, by the Restrictions, Covenants and Conditions for said Section which instrument was filed of record in the office of the County Clerk, Harris County, Texas in Volume 3597, Page 315 and in addition to those powers enumerated in the instruments referred above, said Committee is further authorized and empowered to make, devise, pass and enforce rules and regulations covering or boat canal, and relating to the use and enjoyment of the Boat Slip and whenever it deems it proper and advisable. The rights, duties, privileges, functions, purposes and manner of elections of members to the committee are hereby set forth in the following

. 11 .

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

046-13-0164

WV 4253 37

from the above described instrument and all of the conditions, restrictions and covenants so quoted are herewith incorporated in and made a part of this document, to-wit:

"1. There is hereby established and created a committee to be known as TINKER COVE COMMITTEE, which is the committee hereinabove referred to, which committee shall consist of four (4) regular members and a first and second alternate member, which members shall serve for the term of ten (10) years, and thereafter until their successors are elected. Three (3) of the four (4) regular members who shall serve during the first ten-year term shall be Wm. S. Crawford, Jr., Johnie G. Freeman and Cecil H. Grosop, Jr., and the first alternate member who shall serve for such term shall be Larry H. Robinson. The fourth regular member and the second alternate member who shall serve during the first ten-year term shall be elected by a majority vote of the owners of lots in TINKER COVE ADDITION SECTION 1 after Sixty (60%) per cent. of the residential lots have been sold by Taylor Lake Development Co., a partnership as aforesaid or any corporation formed out of or by such partnership under the same or other name, and each lot owner shall have one (1) vote for each lot owned by him which constitutes a separate homestead. Co-tenants of lots shall be entitled to fractional votes in proportion to the interest of each co-tenant in the property. The term of office of the regular and alternate members above named as well as the term of those to be elected as above provided for shall expire ten (10) years after the date of this instrument, and thereafter their successors shall be elected for ten (10) year terms as hereinbelow provided. The three (3) regular members above named and the first alternate member above named shall constitute said committee and shall carry out, exercise and perform all of the duties, purposes and functions of such committee until the fourth regular member and the second alternate member are elected as aforesaid."

"2. Whenever any regular member or members shall be absent from any meeting of the committee an alternate member or members shall be entitled to act at such meeting in the place of the absent regular member or members, otherwise alternate members shall have no voice or vote in the affairs of said committee. The first alternate member above named, or his successor, shall have the first right to act, and the second alternate member, or his successor, shall be entitled to act only in the absence of the first alternate member or in case more than one regular member shall be absent from a meeting."

"3. Three members of the committee entitled to act at any meeting shall constitute a quorum, and a quorum shall be required at every meeting. A majority of a quorum may decide any question presented at any meeting."

"4. Any regular or alternate member may resign from said committee at any time by merely giving said committee notice of his resignation in writing. The unexpired term of any regular or alternate member who shall die or resign may be filled by the remaining regular member or members."

"5. No regular or alternate member shall receive any pay, compensation or remuneration for his services."

"6. Said committee shall have the right to adopt rules for the conduct of its business which shall not be inconsistent with anything herein contained."

"7. After ten (10) years from date hereof the then owners of the lots then being served by this committee shall have the right by majority vote to elect all regular and alternate members thereof for ten-year terms."

"8. At any time after ten (10) years from date hereof the owners of lots then being served by this committee may by majority vote, elect to transfer all of the rights, powers, duties, purposes and functions of this committee to any non-profit civic club or similar association or organization representing them, and upon any such transfer this committee shall cease to exist and said civic club or similar association or organization shall succeed to all of the rights, powers, duties, purposes and functions of this committee."

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

NOV 15 2004

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

"9. At any and all times, each property owner shall be entitled to one vote for every undivided lot owned by him, except that if more than one lot is being used as a single homestead then such lots shall be deemed as only one lot."

"10. The term "majority vote" as used herein shall mean a majority of the votes cast at any election."

"11. In the event an additional section or sections of TIMBER COVE ADDITION shall be platted and established out of adjoining, adjacent or contiguous lands, then if to provided in connection with any such future sections, the committee hereinabove created may also act for and serve any such additional section or sections, just as if this committee were originally created to act for and serve all sections of TIMBER COVE ADDITION."

"12. Specifically, but not by way of limitation, TIMBER COVE COMMITTEE shall have the following rights, duties, privileges, functions and powers, to-wit:

- (1) The right to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions.
- (2) The right to make exceptions in regard to the requirements of these restrictions in those particular instances where these restrictions specifically authorize this committee to do so.
- (3) The right, but not the obligation, to enforce these restrictions and/or to prevent violations thereof.
- (4) To act as custodian and administrator of the Maintenance Fund created by this instrument, and the right to enforce collection of, collect, hold and expend any and all moneys paid or to be paid into said Maintenance Fund to carry out the purposes thereof.
- (5) The right to pledge, hypothecate, collaterally assign or otherwise encumber or mortgage moneys paid or to be paid into said Maintenance Fund to finance any construction or improvements to be made on the above-mentioned recreational area (Reserve "A" in Block Two (2)).
- (6) Such other rights, duties, privileges or powers given to this committee by this instrument."

G. MAINTENANCE FUND.

1. All of the residential lots in TIMBER COVE ADDITION SECTION 3, are hereby subjected to an annual maintenance charge at the rate of two (2) mills per square foot, for the purpose of creating a fund to be known as TIMBER COVE ADDITION SECTION 3 MAINTENANCE FUND, to be paid by each and every residential lot owner annually in advance on the 1st day of January of each year, beginning January 1, 1961, except that the foregoing charge shall not apply to Taylor Lake Development Co., a corporation, as aforesaid as owner of any of said lots, and while owned by said corporation no lot shall be subject to such charge.

2. Said maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby expressly created and retained upon each and

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

NOV 15 2004

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

every lot in said addition which is subject to these restrictions and shall be paid by each and every such lot owner annually as above stated to TIMBER COVE COMMITTEE, the custodian and administrator of such maintenance fund, and said vendor's lien is hereby transferred and assigned to said TIMBER COVE COMMITTEE, such charges being payable to said committee in Harris County, Texas, at such address as it may at any time and from time to time designate.

3. Said Timber Cove Committee shall have authority to adjust said maintenance charge from year to year as it may deem proper, but in no event shall such charge be more than two (2) mills per square foot per annum.

4. All funds collected from said charge shall be applied so far as is sufficient toward the payment of construction costs or maintenance expenses for any or all of the following purposes: safety and/or health projects; beautification and/or other aesthetic purposes; lighting, improving and maintaining the streets and other public areas; collecting and disposing of garbage, trash, rubbish and the like; employing policemen and/or watchmen; caring for vacant lots; providing and maintaining piers, boat landings, club house facilities and other recreational facilities on said recreational area, Reserve "B" and "C" in Block Ten (10) as well as Reserve "A" in Block 2, TIMBER COVE ADDITION SECTION 1, and doing any other thing which said TIMBER COVE COMMITTEE may consider to be of general benefit or useful to the owners and/or occupants of lots in this addition; it being understood that the judgment of said committee when exercised in good faith in the expenditure of said funds shall be final and conclusive.

5. TIMBER COVE COMMITTEE shall have the right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage or encumber the monies paid and to be paid into said Maintenance Fund to finance the construction of improvements on said recreational areas, or in payment thereof to the developing company or any lending agency or institution.

6. In the event other sections of TIMBER COVE ADDITION are platted and developed and a like maintenance charge for similar purposes is placed and imposed on the residential lots therein, or in the event acreage tracts, or any part thereof, adjoining, adjacent or contiguous to any section of TIMBER COVE ADDITION shall be sold for residential use and a like maintenance charge for similar purposes is imposed upon such tracts, then the maintenance

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

charge collected on the several sections of TIMBER COVE ADDITION as well as from said acreage tracts, or parts thereof, may be pooled, merged and combined by said TIMBER COVE COMMITTEE into a single maintenance fund, to be expended by said TIMBER COVE COMMITTEE for the general common good and benefit of all areas paying into such maintenance fund in accordance with the purposes thereof.

7. Such maintenance charge and liens securing the same shall remain in effect and shall be collectible until January 1, 1984, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten-year term the then owners of the majority of the square foot area of the lots or property subject to such charge, elect to discontinue such charge, which election shall be evidenced by a written instrument signed and acknowledged by such majority owners and filed for record in the office of the County Clerk of Harris County, Texas.

8. TIMBER COVE COMMITTEE shall have the right, but shall never be obligated, to render inferior and subordinate the aforesaid vendor's lien securing said maintenance charge as to any lot or lots subject to such charge, to other liens which the owner or purchaser of any such lot may desire to place thereon to finance the construction of improvements on or the purchase of any such lot or lots.

9. Each and every deed to any lot or lots covered by said maintenance charge shall be subject to all the foregoing provisions whether expressly contained in such deeds or not.

H. DURATION AND ENFORCEMENT.

1. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding on and inure to the benefit of TAYLOR LAKE DEVELOPMENT CO., its successors and assigns, and all persons claiming by, through or under it, and shall be effective, until January 1, 1984, and shall be automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of the residential lots in TIMBER COVE ADDITION SECTION 3 may terminate the same on January 1, 1984, or at the end of any successive ten-year period thereafter, by executing, acknowledging and filing for record in the office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **NOV 15 2004**

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

in writing for such purpose, at any time between January 1, 1979 and January 1, 1984 if the same are to be terminated as of January 1, 1984, or during the last five (5) years of any successive ten-year (10) period if said restrictions, covenants and conditions are to be terminated at the end of any such ten-year (10) period.

2. In the event any person or persons, firm or corporation shall violate or attempt to violate any of the foregoing restrictions, covenants or conditions, it shall be lawful for any person owning or having any interest in any residential lot in TIMBER COVE ADDITION SECTION 3 to institute and prosecute any proceedings at law or in equity, to abate, prevent or enjoin any such violation or attempted violation and/or to recover damages caused by any such violation or attempted violation, TAYLOR LAKE DEVELOPMENT CO., a corporation as aforesaid, as well as said TIMBER COVE COMMITTEE, shall have the right, but none of them shall ever be obligated, to institute and prosecute any proceedings at law or in equity to correct, abate, prevent or enjoin any violation or attempted violation of any of said restrictions, covenants or conditions whether or not it or they then own any property in said TIMBER COVE ADDITION SECTION 3.

3. In the event additional sections of TIMBER COVE ADDITION are developed and platted and the property owners of TIMBER COVE ADDITION SECTION 3 are given the express right to enforce the restrictions, covenants and conditions on any such additional section or sections, then the property owners in such additional section or sections shall likewise have the right to enforce the restrictions, covenants and conditions on TIMBER COVE ADDITION SECTION 3.

I. SAVINGS CLAUSE.

Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall in no wise affect or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue and remain in full force and effect.

PART TWO

EASEMENTS ON ACREAGE TRACT

WHEREAS, the undersigned, TAYLOR LAKE DEVELOPMENT CO., a Texas corporation, is the owner of that certain acreage tract out of the Ritson-Morris League,

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran

Deputy
SONG TRAN

Abstract 52, in Harris County, Texas, containing 8.93 acres, adjoining and lying south of the south line of Block Eight (8) of Timber Cove Addition, Section 2, an addition in Harris County, Texas, according to the map thereof recorded in Vol. 58, Page 10 of the Map Records of Harris County, Texas, and generally lying between Block Eight (8) and Block Ten (10) of Timber Cove Addition, Section 3, an addition in Harris County, Texas, according to the map thereof recorded in Vol. 75, Page 16 of the Map Records of Harris County, Texas, and which acreage tract of 8.93 acres is particularly described as follows, to-wit:

BEGINNING at a point in the north corner of Lot Twenty-four in Block Eight (8) of said Timber Cove Addition, Section 3, according to said map thereof recorded in Vol. 75, page 16 of the Map Records of Harris County, Texas, said point also being in the south line of Block Eight (8) of said Timber Cove Addition, Section 2;

THENCE South 85 deg. 15 min. East with and along the South line of said Block 8 of said Timber Cove Addition, Section 2, a distance of 1012.25 feet to a point in the westerly line of Shorewood Drive, as said Shorewood Drive is shown on said map of said Timber Cove Addition, Section 3;

THENCE in a southwesterly direction with and along the westerly line of said Shorewood Drive, a distance of 491.26 feet to point for corner;

THENCE in a westerly direction and following a curve to the left having a central angle of 15 deg. 04 min. and a radius of 290.0 feet, a distance of 76.26 feet to a point of tangent;

THENCE North 85 deg. 15 min. West a distance of 695.54 feet to a point for corner;

THENCE North 4 deg. 45 min. East a distance of 45.0 feet to a point for corner;

THENCE North 85 deg. 15 min. West a distance of 90 feet to point for corner, said point being in the/ corner of Lot No. 25 in Block 8 of said Timber Cove Addition, Section 3;

THENCE North 46 deg. 41 min. 04 sec. East along the southeasterly line of said Lot 25, a distance of 191.96 feet to a point for corner in the southeasterly corner of said Lot No. 25;

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran

Deputy

SONG TRAN

THENCE in a Northwesterly and then in a Northeasterly direction, along the arc formed by the easterly line of said Lot No. 25, and the southeasterly line of said Lot 24 in Block 8 of said Timber Cove Addition, Section 3, and following a curve/having a radius of 50.0 feet, a distance of 89.83 feet to the northeast line of said Lot No. 24;

THENCE North 30 deg. 22 min. 10 sec. West along the northeast line of said Lot No. 24, a distance of 230.31 feet to the North corner of said Lot No. 24, AND THE PLACE OF BEGINNING;

AND, whereas, the said undersigned owner desires to create, place and impose the following easements in and on portions of said 8.93 acres tract of land above described, as hereinbelow more particularly defined and described:

NOW, THEREFORE, the undersigned Taylor Lake Development Co., a Texas corporation, acting herein by and through its undersigned officers, hereunto duly authorized, does hereby create and establish the following easements for the purposes below mentioned:

1.

A perpetual private roadway easement is hereby created, granted and established subject to the rights hereinbelow reserved by Taylor Lake Development Co., in and on each of the two (2) strips of land hereinbelow described to serve said 8.93-acre tract hereinabove described for access, ingress and egress to and from the above-mentioned Shorewood Drive and for the exclusive and common use and benefit of all persons now or hereafter owning or having any interest in or the right to use or occupy any portion of said 8.93-acre tract abutting either of said easement strips, and the undersigned, Taylor Lake Development Co., agrees for itself, its successors and assigns that any person now or hereafter owning any interest in or to any part of the strips of land below described shall own the same subject to the roadway easement hereby created, granted and established; said strips of land being described as follows:

- (1) A strip of land 40' wide, to be known as WOODHAVEN LANE, a private road, which is out of said 8.93-acre tract above-mentioned, and which is particularly described as follows:

BEGINNING at a point in the northeast corner of said 8.93 acre tract above described, which point is in the westerly line of said Shorewood Drive hereinabove mentioned;

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran
Deputy

SONG TRAN

PLAT CORPS

Vol 4253 DE 44

THENCE North 8½ deg. 15 min. West, along the north line of said 8.93-acre tract, a distance of 827.25 feet to a point for corner; said point also being in the southwest corner of Lot No. 9 in Block 8 of Timber Cove Addition, Section 5, according to the map or plat of said addition recorded in Vol. 58, page 10 of the Map Records of Harris County, Texas;

THENCE South 4 deg. 45 min. west, a distance of 40 feet to a point for corner;

THENCE South 8½ deg. 15 min. East a distance of 825.98 feet to the westerly line of said Shorewood Drive for corner;

THENCE in a northerly direction, along the westerly line of said Shorewood Drive, a distance of 40.01 feet, more or less TO THE PLACE OF BEGINNING.

(2)

A strip of land 40' wide, to be known as LUXWOOD LANE, a private road, which is out of said 8.93-acre tract above mentioned, and which is particularly described as follows:

BEGINNING at a point in the southeast corner of said 8.93-acre tract above described, which point is in the westerly line of said Shorewood Drive hereinabove mentioned;

THENCE in a westerly direction, with and along the most southerly south line of said 8.93-acre tract, a distance of 771.60 feet to point for corner in the most southerly southwest corner of said 8.93-acre tract;

THENCE North 4 deg. 45 min. East, a distance of 40 feet to a point for corner;

THENCE South 8½ deg. 15 min. east a distance of 693.54 feet to a point of tangent; thence along a curve to the right having a radius of 330.0 feet and a central angle of 15 deg. 04 min. a distance of 86.78 feet to point of tangent; thence South 70 deg. 11 min. East a distance of 0.6 feet to the westerly line of said SHOREWOOD DRIVE;

THENCE in a southwesterly direction, along the westerly line of said SHOREWOOD DRIVE, a distance of 40.02 feet to the PLACE OF BEGINNING.

Provided, however, and it is understood and agreed that the undersigned, Taylor Lake Development Co., reserves and shall have the right at all times hereafter to dedicate either or both of said above-described strips of land or any part thereof to the public use and for a public road, regardless of who may own either of/s^{aid} strips of land or any part thereof and without the joinder or consent of any such owner or owners, but said Taylor Lake Development Co. shall never be obligated to make any such dedication to the public use, and until and unless any such dedication to the public use shall be made the said roadway easements hereinabove created and established shall remain private roadway easements for the exclusive and common use and benefit of the persons above designated.

19

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy
SONG TRAN

2.

Both of said strips of land described in the preceding paragraph may also be used as utility easements for the installation and maintenance of utility lines and facilities of all kinds, including, but not limited to, water pipes and lines, gas pipes and lines, sanitary sewage lines, storm sewer lines, telephone lines and/or poles, electric lines, vires and/or poles, and any and all other kinds of utility equipment or facilities.

3.

There is hereby also established and dedicated a utility easement five (5) feet wide in, on, under and over the strip of land below described which lies south of and adjoins the south line of the said WOODHAVEN LANE, being the first strip of land above described, which 5' wide strip is described as follows:

BEGINNING at the southwest corner of the 40' wide strip of land described in (1) of paragraph 1., above, which is known as WOODHAVEN LANE;

THENCE south 4 deg. 45 min. West a distance of five (5) feet;

THENCE South 85 deg. 15 min. east a distance of 825.58 feet more or less to the westerly line of said Shorewood Drive hereinabove mentioned;

THENCE in a northerly direction, along the westerly line of said Shorewood Drive, a distance of five (5) feet more or less to a point in the southeast corner of said 40' wide strip known as WOODHAVEN LANE;

THENCE North 85 deg. 15 min. West, along the south line of said 40' wide strip known as Woodhaven Lane, a distance of 825.58 feet to the southwest corner of said Woodhaven Lane and the PLACE OF BEGINNING.

4.

A perpetual private waterway or watercourse easement is hereby granted, created and established in, under and over the strip of land hereinbelow described, to be known as a Boat Slip or Boat Canal, for access over water to and from Taylor Lake, for the exclusive and common use and benefit of all persons who may now or hereafter own or have any interest in or the right to use or occupy Lot 24 or 25 in Block 8 of said Timber Cove Addition, Section 3, or any portion of the said 0.93-acre tract of land hereinabove described which abuts on said Boat Slip or Boat Canal, and it is agreed

- 20 -

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy
SONG TRAN

DRM 0000003
VN 4253 1111 46

and understood that any person now or hereafter owning any interest in any portion of the strip of land, Boat Slip or Boat Canal, below described shall own the same subject to the easement hereby created, granted and established in and to the same; said strip of land runs through the said 8.93-acre tract above described and is shown in dotted lines on the said map of Timber Cove Addition, Section 3, and is described by metes and bounds as follows:

COMMENCING FOR POINT OF REFERENCE at the northeast corner of said 8.23 acres tract of land above described, which point is in the westerly line of said Shorewood Drive.

THENCE in a southwesterly direction, along the westerly line of said Shorewood Drive, a distance of 272.23 feet to the POINT OF BEGINNING of the strip hereby described;

THENCE North 65 deg. 47 min. West a distance of 164.93 feet;

THENCE North 85 deg. 15 min. West a distance of 580.0 feet to the beginning of a curve to the left having a radius of 50.0 feet;

THENCE along said curve to the left, having a radius of 50.0 feet, a distance of 82.99 feet to the northeasterly line of Lot 24 in Block 8 of said Timber Cove Addition, Section 3;

THENCE continuing along said curve to the left having a radius of 50.0 feet, at 42.95 feet pass the south line of the aforementioned Lot 24, and in all 89.83 feet to the southeasterly line of Lot 25 in said Block 8 of Timber Cove Addition Section 3;

THENCE continuing along said curve to the left having a radius of 50.0 feet a distance of 88.95 feet to end of curve;

THENCE South 85 deg. 15 min. East a distance of 571.42 feet;

THENCE South 65 deg. 47 min. East a distance of 153.94 feet to the westerly line of said Shorewood Drive;

THENCE in a northeasterly direction, along the westerly line of said Shorewood Drive, a distance of 50.06 feet to the PLACE OF BEGINNING.

It is further understood and agreed that rules and regulations governing the use and enjoyment of said Boat Slip or Boat Canal above described may be made and enforced as set out above in paragraph F. of PART ONE of this instrument, and all persons having the right to use said Boat Slip or Boat Canal shall comply with and be bound by all such rules and regulations.

5.

It is covenanted, agreed and understood, that, except as hereinbelow permitted, no building or other structure shall be built or placed on any portion of the above described 8.93-acre tract nearer than 25 feet to either

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy
SONG TRAN

046-13-0174

DEED RECORDS

WM 4253 1961 47

of the hereinabove described roadway easements, Woodhaven Lane and Lazywood Lane, nor nearer than 50 feet to the hereinabove described waterway or watercourse easement, that is the Boat Slip or Boat Canal, except that boat houses, boat sheds, piers, boat landings and bulkheads may be placed or built nearer than 50 feet to said Boat Slip or Boat Canal, but no boat house, boat shed, pier, boat landing or other structure shall be built on any portion of said 8.93-acre tract which would extend into said Boat Slip or Boat Canal past the existing bulkhead, except that a catwalk, walkway or similar extension and running parallel with the existing bulkhead and not exceeding two feet in width shall be permitted; provided, however, that said Timber Cove Committee mentioned in PART ONE of this instrument shall have the right to make exceptions to any of the foregoing matters and render the same or any part thereof non-applicable in any particular case or cases where said committee shall deem it proper or advisable. The foregoing set-back line restrictions shall be binding on all persons now or hereafter owning said 8.93-acre tract or any portion thereof and shall remain in effect for so long as the provisions for set-back lines contained in PART ONE of this instrument remain in effect.

EXECUTED THIS THE 6th day of January, 1961.

TAYLOR LAKE DEVELOPMENT CO.

BY: Ward H. Kaufman
President

LIENHOLDER'S JOINDER

I, B. M. WOLTMAN, acting herein by and through W. M. WOLTMAN, my duly appointed and authorized agent and attorney-in-fact, being the owner and holder of liens against the property described in PART ONE and PART TWO of the foregoing instrument, which liens are shown of record, as such lienholder hereby join TAYLOR LAKE DEVELOPMENT CO., a corporation, in placing and imposing the foregoing restrictions, easements, covenants and conditions on said property, and I hereby render my said liens subordinate and inferior to the same.

B. M. Wolman
B. M. WOLTMAN

BY: W. M. Wolman
W. M. WOLTMAN, Agent and
attorney-in-fact for B. M. Wolman

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN

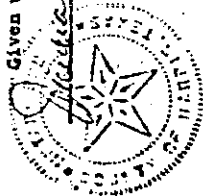
040-13-0175

NOTED RECORDS

Vol 4253 p. 48

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority on this day personally appeared William S. Kaufman Jr. as President of TAYLOR LAKE DEVELOPMENT CO., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TAYLOR LAKE DEVELOPMENT CO., a corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the 6 day of November, 1961.

Arnold S. Pennington
Notary Public in and for
Harris County, Texas.

ARNOLD S. PENNINGTON
Notary Public in and for
Harris County, Texas
My Commission Expires June 1, 1964

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared W. M. WOLTMAN, known to me to be the person whose name is subscribed to the foregoing instrument as attorney-in-fact of B.M. WOLTMAN, the party thereto, and acknowledged to me that he executed the same as attorney-in-fact for the said B. M. WOLTMAN, and that the said B. M. WOLTMAN executed the same by and through him, for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 11th day of November, 1961.

Robert B. Kaufman
Notary Public in and for
Harris County, TEXAS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: NOV 15 2004
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy
SONG TRAN

046-13-0176

REC'D RECORDS
Vol 4253 p. 40

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Harris County, Texas, as stamped hereon by me, on



JAN 17 1961

Beverly B. Kaufman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RESTRICTIONS, COVENANTS AND
CONDITIONS
OF
TIDGEM COVE ADDITION, SECTION 3
AND
EASEMENTS ON CERTAIN AGREEMENT TRACT

*For Abilene
May 21st
Shelton, Texas*

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

A CERTIFIED COPY

NOV 15 2004

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

SONG TRAN