

**RESTRICTIONS,
COVENANTS
AND CONDITIONS
SECTION 4**

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TIMBER COVE ADDITION, SECTION 4

THE STATE OF TEXAS:

COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS:

068-15-0028

WHEREAS, TAYLOR LAKE DEVELOPMENT CO., a Texas Corporation, whose president is WM. S. CRAWFORD, JR. and whose Secretary is VERNON C. MCREE, of Harris County, Texas, is the owner of that certain 33.683 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 4, 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 18th day of April, 1962, under said Clerk's filing No. 450089-B, reference to which map or plat and the filing 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 4, 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 4:

A. RESIDENTIAL CHARACTER AND USE OF LOTS.

1. Each and every lot in TIMBER COVE ADDITION, SECTION 4, shall be known, described and used only as a residential lot.
2. All of the residential lots in TIMBER COVE ADDITION, SECTION 4, 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.

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.

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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 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 servant quarters shall be permitted on any lot unless built at the same time or after the 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 Blocks One (1), Four (4), Six (6), Seven (7) and Eight (8) shall not be less than 1800 square feet. The ground floor area, exclusive of open porches and garages, of all one-story residence houses to be built in Block Two (2) shall not be less than 2,000 square feet, which lots are numbers Thirteen (13), through Twenty-Six (26), and all of said lots having frontage on Taylor Lake.

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 in Block Two (2) on lots numbered Thirteen (13) through Twenty-Six (26) shall not be less than 1500 square feet.

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4. The ground floor area, exclusive of open porches and garages, of all two-story residence houses to be built in Blocks One (1), Four (4), Six (6), Seven (7) and Eight (8) shall not be less than 1400 square feet.

5. All residence houses to be built on the lots in Blocks One (1), Two (2), Four (4), Six (6), Seven (7) and Eight (8), shall face the street on which the lots front. A corner lot shall be deemed to front on the street on which it has the smaller dimensions, 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 areas 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.

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 "Out-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, said lots being numbered thirteen (13) through twenty-six (26), all in Block Two (2), 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

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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 lots nearer to the front lot line or nearer to a 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 lots nearer than five (5) feet to any interior side lot line.

10. The main residence house and out-buildings on lots numbered Thirteen (13) through Twenty-Six (26) in Block Two (2) shall not be nearer than fifty (50) feet to the property line fronting on Taylor Lake.

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.

12. No buildings or other structures, excepting fences and garden walls, shall be placed or built on lots numbered Thirteen (13) through Twenty-Six (26) in Block Two (2) nearer than five (5) feet to any side lot line, nor nearer to Shorewood Drive than the building set-back line shown on the recorded plat of this addition, but the foregoing side lot line restriction shall not apply in cases where adjoining property owners agree to build a boat-house, boat-shed, boat-landing or pier at the lake front for their common use, 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.

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

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treated as a single residential 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 homesite 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 homesite 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 on said plat.

14. 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 parage or other outbuilding.

15. 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.

16. Drainage ditches or facilities shall not be obstructed. Culverts, if needed, 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.

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

18. Owners of lots numbered Thirteen (13) through Twenty-Six (26) in Block Two (2) 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 such slips 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. Adjoining lot owners may agree

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to build a slip for their common use in which case the same may be partly on one lot and partly on another.

19. No building, fence, wall, boat house, pier, bulkhead 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, finish grade elevation and building set-back lines. In the event said Committee shall 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/organization or 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 no longer be required and the person seeking to 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 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 homestead 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

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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.

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2. The undersigned reserve unto themselves, their heirs, successors and assigns, as well as unto Harris County Water Control and Improvement District No. 75, its successors and assigns, the right at all times to use any and all areas shown on the said recorded map or plat of TIMBER COVE ADDITION, SECTION 4 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 system and collection system and its appurtenances, to service, furnish or supply this addition and any and all adjoining or contiguous property 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.

3. No outside privies or toilets shall be permitted in this addition. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a 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 assigns at the expense of the person building on the lot, and all lot owners and/or occupants shall immediately contract with said Harris County Water Control and Improvement District No. 75 for such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense as may be requested for tapping or connection to the sewage system's collection lines.

4. The drainage of sewage into a road, street, alley, ditch or Taylor Lake, either directly or indirectly is strictly prohibited. This shall not apply to the discharge of effluent from the sewage treatment plant serving this addition, owned and operated by said Harris County Water Control and Improvement District No. 75, its successors or assigns.

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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.
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 boats, 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 and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said sub-division.
6. No trade or business and no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. 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 advertise particular lots.

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8. Notwithstanding any restriction any place 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.

9. The owners and/or occupants of all lots in this addition shall at all times keep the grass 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.

10. 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.

11. 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 unsightly trees may be removed.

D. RECREATIONAL AREAS.

1. The area shown and designated as RESERVE "A" in Block Two (2), on the recorded plat of TIMBER COVE ADDITION, SECTION 1 and the areas shown and designated as RESERVES "B" AND "C" in Block Ten (10) on the recorded plat of TIMBER COVE SECTION 3 have been reserved and set aside as a community and/or recreational areas for the exclusive and common use and enjoyment of the persons hereinbelow 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

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excluded from such areas and no dedication thereof or any part thereof to the public use is made or intended, and such area is intereared 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, SECTIONS 1, 2, 3 and 4.
- (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, SECTIONS 1, 2, 3, and 4, now owned or hereafter acquired by Taylor Lake Development Co., and/or Taylor Shores Development Co., their 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, SECTIONS 1, 2, 3, and 4, now owned or hereafter acquired by Taylor Lake Development Co., and/or Taylor Shores Development Co., their 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., and/or Taylor Shores Development Co., their successors or assigns.

As other recreational areas are provided in future sections of TIMBER COVE ADDITION, all persons owning or occupying or to occupy any lot in TIMBER COVE ADDITION, SECTIONS 1, 2, 3 and 4 are hereby given the right to use such areas, along with those persons so designated above, in a manner conforming to the restrictions and covenants covering such recreational areas.

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 1962 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 Texas Corporation, as aforesaid, shall never be liable, nor shall its successors

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or assigns ever be liable, for the payment of any such taxes, assessments, costs, charges or expenses.

3. Taylor Lake Development Co., and/or Taylor Shores Development Co, their successors or assigns, shall have the right, power and authority to mortgage and place liens against said recreational areas, RESERVE "A" in Block 2, Section 1, and RESERVES "B" and "C" in Block Ten (10), Section 3, and all improvements thereon for the purpose of securing the repayment of any loan or loans which may be made to finance, or pay for the construction or placing improvements, equipment and/or facilities on said recreational areas for the common use, benefit or enjoyment of the persons entitled to use the same, and these restrictions as well as the rights, title, interests and privileges of the persons entitled to use said areas 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, title, interests and privileges of the aforesaid persons.

4. At any time after any non-profit civic club or similar association or organization is formed by the owners and/or occupants of lots in TIMBER COVE ADDITION, SECTIONS 1, 2, 3 and 4, 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, Taylor Lake Development Co., its successors or assigns, in the Restrictions and Covenants covering Section 4 has been given the right and may, but shall not be obligated, to quitclaim or convey the said recreational areas hereinabove described 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.

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D. TIMBER COVE COMMITTEE.

In the Restrictions, Covenants and Conditions of TIMBER COVE ADDITION, SECTION 1, which were filed 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 section or sections, just as if this committee were originally created to act for and serve all Sections of TIMBER COVE ADDITION.

Therefore, the TIMBER COVE COMMITTEE, which was created in the instrument above described, is hereby authorized to act for and in behalf and serve TIMBER COVE ADDITION, SECTION 4 as well as TIMBER COVE ADDITION, SECTIONS 1, 2 and 3 as previously provided for in the Restrictions, Covenants and Conditions affecting said Sections. The rights, duties, privileges, functions, purposes and manner of elections of members to the committee are hereinbelow quoted verbatim 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 TIMBER 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., Johnnie G. Freeman and Cecil H. Creson, 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 TIMBER COVE ADDITION, SECTION 1 after Sixty (60%) per cent of the residential lots have been sold by Taylor Lake Development Co., as aforesaid, and each lot owner shall have one (1) vote for each lot owned by him which constitutes a separate homesite. 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.

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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.
9. At any and all elections each property owner shall be entitled to one vote for every residential 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 so 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 purposes, 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.

13.

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.

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ATTEST:

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Harris County, Texas

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Deputy

- (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.

F. MAINTENANCE FUND.

1. All of the residential lots in TIMBER COVE ADDITION, SECTION 4, 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 4 MAINTENANCE FUND, to be paid to TIMBER COVE COMMITTEE by each and every residential lot owner annually in advance on the 1st day of January of each year, beginning January 1, 1962, except that the foregoing charge shall not apply to Taylor Lake Development Co., a Texas Corporation as aforesaid, or to its successors or assigns, 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 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.

14.

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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 areas, Reserve "A" in Block Two (2), Section 1 and Reserves "B" and "C", Block Ten (10), Section 3, 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 repayment 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 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 charge collected from 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.

15.

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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.

G. 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 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 4 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 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.

16.

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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 4 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 Texas Corporation as aforesaid, its successors or assigns, 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 4.

3. In the event additional sections of TIMBER COVE ADDITION are developed and platted and the property owners of TIMBER COVE ADDITION, SECTION 4 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 4.

H. 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.

I. SPECIAL PROVISION WITHOUT LIMITATION AS TO DURATION.

It is agreed and understood that all those lots situated in Block Eight (8) of this subdivision, TIMBER COVE ADDITION, SECTION 4, which abut on that certain private road known as Lazywood Lane, as such private road was established in PART TWO of that certain instrument dated January 6, 1961, and recorded in Volume 4253, pages 25-49, both inclusive, of the Deed Records of Harris County, Texas, shall not at any time have access to such

17.

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Deputy

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private road, and it is agreed, covenanted and understood that such private road, Lazywood Lane, shall not at any time be used for access, ingress, or egress to or from any such lots in said Block Eight (8) abutting thereon. Said private road, Lazywood Lane, was established as a private road only for the use and benefit of the persons specified in said instrument establishing the same, and was not established for the use or benefit of any property or property owner in TIMBER COVE ADDITION, SECTION 4.

EXECUTED this 11th day of November, 1962.

TAYLOR LAKE DEVELOPMENT CO.,
a corporation

ATTEST:

Vernon C. McKee, Secretary
TAYLOR LAKE DEVELOPMENT CO.

By: Wm. S. Crawford, Jr.
Wm. S. Crawford, Jr., President

LIENHOLDER'S JOINER

We the undersigned, being officers of the CONTINENTAL BANK AND TRUST CO., W. H. RAYMOND, JR., Vice President and A. W. PHILLIPS, Cashier, said CONTINENTAL BANK AND TRUST CO., being the owners and holders of liens against the above described property, as shown of record, as such lien holders, join TAYLOR LAKE DEVELOPMENT CO., a Texas corporation as aforesaid, in placing and imposing the foregoing Restrictions, Covenants and Conditions on TIMBER COVE ADDITION, SECTION 4.

ATTEST:

A. W. Phillips, Cashier

W. H. Raymond, Jr., Vice President

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ATTEST: **NOV 15 2004**

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

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THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared WM. S. CRAWFORD, JR., 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 such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th day of April, 1962.

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared W. H. RAYMOND JR. as Vice President of the CONTINENTAL BANK AND TRUST 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 action of the same CONTINENTAL BANK AND TRUST CO., and that he executed the same as the act of said bank for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th day of April, 1962.

Notary Public in and for
Harris County, Texas

Notary Public in and for
Harris County, Texas

FRED
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COUNTY CLERK
HARRIS COUNTY, TEXAS

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

Deputy

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STATE OF TEXAS
COUNTY OF HARRIS

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



APR 19 1962

Beverly B. Kaufman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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Mr. Robert B. Strypbos
801 Caroline
Houston, Texas

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OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
THE FEDERAL LAW.

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ATTEST: Beverly B. Kaufman
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Song Tran Deputy

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