

E259334

RESTRICTIVE COVENANTS

TIMBER LANE, SECTION FIVE (5)

110-03-0084

COUNTY OF HARRIS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Marwhit, Inc., a Texas Corporation, is the owner of a tract of land in the Ambrose Mays Survey, Abstract 543, Houston, Harris County, Texas, which has been subdivided and platted as Timber Lane, Section Five (5), as shown by the map or plat thereof, recorded in Volume 211, Page 103, of the Map Records of Harris County, Texas; and,

WHEREAS, University Savings Association is the present owner and holder of liens of the aforementioned subdivision; and,

WHEREAS, it is deemed to be in the best interest of said owners and said lienholders, and the persons who may purchase lands described in and covered by the aforesaid plat, to establish and maintain a uniform plan for the improvement and development of the lots and lands covered thereby, as a highly restricted and modern subdivision:

NOW, THEREFORE, Marwhit, Inc., the owner of said subdivision, joined by University Savings Association, who hereby subordinate their liens to these restrictive covenants, do hereby adopt the following restrictive covenants to apply uniformly to the use, occupancy and coveyance of all lots in Timber Lane, Section 5, and each contract or deed which may be hereafter executed with regard to any of the lots in Timber Lane, Section 5, shall conclusively be held to have been executed, delivered and accepted on the following restrictive covenants whether or not said restrictive covenants are set out either in full or by reference in said contract or deed.

1. These restrictive covenants shall be effective and shall bind this owner and all parties and persons claiming under them until January 1, 2002 at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the property owners in said subdivision, said restrictive covenants are amended in whole or in part.

2. Any person or persons owning any real property situated in said subdivision or the Timber Lane, Section Five (5) Owners Committee, hereinafter referred to, shall have the right to enforce these restrictive covenants against any person or persons violating or attempting to violate them by proceedings at law or in equity either to restrain violation or to recover damages or dues for violation.

3. Invalidation of any of these restrictive covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. No lot shall be used except for residential purposes, provided, however, that until Marwhit, Inc., its successors or assigns shall have sold all of the lots in the subdivision, a field office may be located and maintained on one lot by Marwhit, Inc. its successors, assigns or agents, the location of which field office may be changed from time to time as the lots are sold, and a builder constructing a residence or residences in the subdivision may place a field office on a lot or lots during said construction,

provided that the approval of Marwhit, Inc., is first had and obtained. The term "residential purposes" as used herein excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and all commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, together with a private garage for not more than three (3) cars and servant's type quarters, which may be occupied only by an integral part of the family occupying the main residence on the buildings or by persons employed on the premises.

5. No building shall be erected, placed, or altered on any building lot or plot in the subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by an Architectural Control Committee, hereinafter sometimes referred to as "the committee, composed of James H. Martin, Tyler D. Todd and Jerry L. York or by a representative designated by a majority of the members of said committee.

The construction shall be performed in a manner and with materials that are deemed generally acceptable in other similar subdivisions in the area.

The committee is also hereby given the power and authority to require, as a condition to its approval, that the area lying between the driveway and the paved part of the road right of way on which the driveway opens be paved with concrete. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint a successor member or members and, until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove such plans, specifications and plot plan or to designate a representative with like authority. In the event that said committee, or its designated representative; fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and compliance with this covenant shall be conclusively presumed.

Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee and of its designated representatives with respect to Timber Lane Section Five (5), shall cease on and after five (5) years from date. Thereafter, the approval described in this covenant shall not be required, and all powers vested in said committee by this covenant shall cease and terminate, unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the aforesaid powers of the committee.

6. No walkways, driveways or other improvements may be constructed in the area between the exterior boundary line of any lot and the paving on any adjoining street right of way, except as permitted by the Architectural Control Committee. Such improvements in any case must be within the area between the exterior boundary line of the lot owned by the person constructing the improvements and the street paving and not extend into the area between any adjoining lot and the street paving. No building shall be located nearer to the front lot line or nearer to the side street than the building set-back lines shown on the recorded plat. In any event, no residence shall be located nearer than fifteen (15) feet from the rear lot line and no building of any sort shall be located on any residential building lot nearer than ten (10) feet to any side street line, nor nearer than eight (8) feet from the rear lot line, nor nearer than five (5) feet from any side line, except a detached garage which may be located within three (3) feet of any inside lot line if situated at the rear of the main residence building. The term "detached garage" shall mean a separate building having no common wall with the main residence building. All improvements shall be constructed to front on the street upon which the side faces, and each corner site shall face on the street on which it has the smaller frontage.

7. No residential structure shall be erected or placed on any building lot or plot having an area of less than five thousand (5,000) square feet or a width of less than sixty (60) feet at the front building setback line; except, however, as to any lot or plot shown on the recorded plat of said subdivision which has a lesser minimum square foot area or a lesser minimum width at the front building setback line. As used in these restrictions the terms "lot" or "plot" shall be interchangeable and bear the same meaning.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No machinery, appliances, mechanical equipment, boats, or trailers of any kind shall be placed, operated or maintained on the driveway of any lot or within view of any street. The aforesaid prohibition shall in no way limit the general applicability of any other provision of this paragraph or of any other provision of these restrictive covenants.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. The owner of each lot on which permanent improvements are being constructed shall, prior to the time that such improvements are occupied (either temporarily or permanently), connect such improvements to the public water and sewage facilities, at the owner's expense.

11. No residential structure shall be placed on any lot unless the floor area, exclusive of open porches and garages, of its living area has a minimum of: (a) one thousand four hundred (1400) square feet, if the residential structure is one (1) story in height; (b) One thousand six hundred (1600) square feet, if the residential structure is one and one-half (1 1/2) stories in height (c) two thousand (2000) square feet, if the residential structure is two (2) stories in height.

12. The exterior walls of all residences shall be at least fifty-one (51%) percent brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, but the Architectural Control Committee, established in paragraph 5 hereof, shall have the power to waive the masonry requirement so as to allow the erection of a residence of all wood panel walls. Roofs shall be of wood shingles unless waiver granted by Architectural Control Committee.

13. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

14. The raising or keeping of hogs, horses, poultry, fowls or other livestock on any part of the subdivision is prohibited.

15. No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall ever be sold, or offered for sale, on any lot in the subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites. All building lots and plots are subject to the rules, regulations and applicable information pertaining to and available from all governmental bodies, including those governmental agencies which have joined in the execution of the plat of this subdivision, having jurisdiction over the development of building lots and plots, construction of buildings and operation of all public facilities within the subdivision.

16. No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder or M&W Company to advertise the property during the construction and sales period.

17. 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 or in 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.

18. No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste shall be kept except in sanitary containers and shall be collected at the rear of each residence. No trash shall be collected at street area. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. No fence, wall, hedge, nor any pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot; provided, that a fence or hedge not exceeding thirty (30) inches in height may be located forward of the front building line if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee established in paragraph 5 above. No fence shall be constructed on any lot out of any material other than wood. No outside clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot.

20. No resident of any lot shall permit any dog, cat or other domestic pet under his ownership or control to leave such resident's lot unless leashed and accompanied by a member of such resident's household.

21. Any violation of any of the covenants, agreements, reservations, easements, and restrictions contained herein shall not impair or affect the rights of any mortgagee, trustee, or guarantor under any mortgage or deed of trust, or the assigns of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust outstanding against the said property at the time that the covenants, agreements, reservations, restrictions or covenants may be violated.

MAINTENANCE CHARGE

(a) Each person or entity who is a record owner of a fee or undivided interest in any lot as shown on the map or plat of TIMBER LANE, SECTION 5, or any additional property which is accepted by the directors of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION according to its Articles of Incorporation and By-Laws, including contract seller, shall be a member of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment as hereinafter provided for by TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION (hereinafter referred to as Association). Ownership of such lots shall be the sole qualification for membership.

The Association shall have two classes of voting membership:

Class A

Class A members shall be all those owners other than the developer, and for these purposes the developer shall mean and refer to Marwhit, Inc. its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the developer for the purpose of development. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by this Article.

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

Class B

The Class B members shall be the developers as defined hereinabove. The Class B members shall be entitled to three votes for each lot in which they hold an interest required for membership by this Article, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
2. On January 1, 1979

(b) Each lot in TIMBER LANE, SECTION 5, is hereby subjected to an annual maintenance charge and assessment not to exceed Forty-Eight Dollars (\$48.00) per annum for the purpose of creating a fund to be designated and known as the "Maintenance Fund," which maintenance charge and assessment will be paid by the record owners of each lot within TIMBER LANE, SECTION 5, to TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION annually in advance, commencing January 1, 1975

The rate at which each lot will be assessed will be determined annually and may be adjusted from year to year by TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION as the needs for the subdivision may, in the judgment of that Association require, provided that such assessment will be uniform, and in no event will such assessment or charge exceed \$48.00 per lot per annum.

The present owners of the property hereinabove described, and their successors and assigns agree to pay their and each of their proper proportions to said assessment for all lots in TIMBER LANE, SECTION 5.

TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of TIMBER LANE, SECTION 5, as well as all subsequent sections which are a subdivision of the 99.0138 acre tract of land, more or less, out of the Ambrose Mays Survey, Abstract 543, Harris County, Texas, being more particularly described in a deed from Mortgage Company of America recorded in Volume 8422, Page 113 of the Deed Records of Harris County, Texas, or any part or parts of the hereinabove referred to tracts of land; provided, however, that each future section of subdivision to be entitled to the benefit of this Maintenance Fund must be impressed with and subjected to the annual maintenance charge and assessment on a uniform per lot basis, equivalent to the maintenance charge and assessment imposed hereby and further made subject to the jurisdiction of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION.

Such uses and benefits to be provided by said Association shall include by way of clarification, but not limitation, construction, and in addition, maintaining of street lighting, parkways, rights-of-way, easements, esplanades, and other public areas; the collecting and disposing of garbage, ashes, rubbish and the like; the payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of policemen and watchmen; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION and the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

(c) All maintenance charges and maintenance not paid within ten days of the date they are due shall bear interest at the rate of seven per cent (7%) per annum. To secure the payment of the Maintenance Fund established hereby and to be levied on

individual residential lots above described, there shall be deemed to have been reserved in each deed by which the owner (grantor herein) shall convey such properties or any part thereof, the vendor's lien for the benefit of TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, said lien to be enforceable for appropriate proceedings at law by such Association; provided, however, that each such lien shall be specifically secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvements of any such lot, further provided that as a condition precedent to any proceedings to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered or Certified Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage Lien Holder, said Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

(d) The above maintenance charge and assessment will remain effective for the full term and extended term, if applicable, of the within covenants.

(e) As provided hereinabove, the Association shall have power to affix, levy, collect and enforce payment by any lawful means of all charges or assessments, in accordance with these restrictions, its Articles of Incorporation and its By-Laws.

Notwithstanding any other provision herein or in the Articles of Incorporation or By-Laws of the Association, as now existing or as hereafter amended, no assessment, charge, dues or payment of any kind shall ever be collectible from the owner of any lot in TIMBER LANE, SECTION 5, nor create any lien or charge against any such lot other than the maintenance charge and assessment not exceeding Forty-Eight Dollars (\$48.00) per annum as referred to in Paragraph (b) hereof.

(f) The Association shall maintain books and records which shall be available for the inspection of any member at any reasonable time during normal business hours, by giving to the secretary of the Association three days written notice of the desire of said member to inspect said books and records.

(g) Each member of the Association shall have a right and easement of enjoyment in and to any property related to the Association and such easement shall be appurtenant to and shall pass with the title of every lot which is subject to assessment, subject to the following provisions.

1. Articles of Incorporation, By-Laws and Rules and Regulations of the Association;
2. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving any property and facilities owned by it and in aid thereof to mortgage said property, and the rights of said mortgagee in said properties shall be subordinate to the rights of the members;
3. The right of the Association to dedicate or transfer all or any part of property owned by it to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its directors.

- (h) Notwithstanding any other term or provision of these restrictions to the contrary during the time that Class B stock of the Association is in existence as hereinabove provided, these restrictions may be amended in the manner provided for herein with the additional requirement that said amendment must be approved by the Federal Housing Authority and Veterans Administration. It is distinctly understood that, assuming that there is no Class B stock of the Association, this requirement for approval by the Federal Housing Authority and Veterans Administration of amendments to these restrictions shall cease and the restrictions may be amended in the manner herein provided.

GENERAL

Should any person or persons violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of the lots in said subdivision as their interest may appear.

In the event any one or more of these covenants, agreements, restrictions or maintenance charge provisions shall become or be held invalid by reason of abandonment, waiver, or judicial decision, same shall in nowise affect or impair the validity of other covenants, agreements, restrictions or maintenance charge provisions set out herein, which shall remain in full force and effect.

Lien Holder joins in the execution hereof for the purposes of subordinating all of the liens held by them against the above described property unto these presents, and does hereby consent and agree to the imposition of the aforesaid reservations, restrictions, covenants and conditions; and Lien Holder hereby agrees that a foreclosure shall not affect such reservations, restrictions and covenants.

ATTEST

MARWHIT, INC.

By James H. Martin President
OWNER

UNIVERSITY SAVINGS ASSOCIATION

By Judith Campbell LIEN HOLDER
Vice-President

RECORDER'S MEMORANDUM:
The additions on this instrument were present at the time instrument was filed and recorded.

RECORDER'S MEMORANDUM:
Instrument has no execution date shown

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared JAMES H. MARTIN, known to me to be the person(s) who(s) name(s) is/are subscribed to the foregoing instrument, as PRESIDENT of MARWHIT, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND and SEAL OF OFFICE this 5th day of SEPTEMBER, 1974.

John Arthur Alvarez
Notary Public in and for
Harris County, TEXAS

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Jackie Campbell, known to me to be the person(s) who(s) name(s) is/are subscribed to the foregoing instrument, as Vice president of MARWHIT, INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND and SEAL OF OFFICE this 6th day of September, 1974.

Fay Carmichael
Notary Public in and for
Harris County, TEXAS

FAY CARMICHAEL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975
Bonded By Alexander Lovett, Lawyers Surety Corp.

RETURN TO:

ARTHUR ALVAREZ
1400 SOUTH POST OAK
#19-A
HOUSTON, TEXAS 77027

110-03-0093

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

SEP 18 1974

FILED
P. J. Beaman
COUNTY CLERK
HARRIS COUNTY, TEXAS

SEP 18 2 57 PM 1974



P. J. Beaman
COUNTY CLERK
HARRIS COUNTY, TEXAS

COPY

110-03-0093