

6F# 41717

(3)

D593487

MAY-18-72 930701 D

593487 LST A

16.50

[Handwritten signature]

RESTRICTIONS
TIMBER LANE, SECTION 4,
HARRIS COUNTY, TEXAS

144-32-0975

THE STATE OF TEXAS)

COUNTY OF HARRIS)

WHEREAS, FOREST HOMES, INC., a Texas corporation, hereinafter referred to as "Owner," is the owner of those certain lots or parcel of land in Harris County, Texas, being all of the 3.2261 acres of land included in TIMBER LANE, SECTION 4, as shown in the subdivision plat of TIMBER LANE, SECTION 4, recorded in Volume 191, Page 75, Map Records of Harris County, Texas, reference being here made to said subdivision plat of TIMBER LANE, SECTION 4, and the record thereof for all purposes and for a complete description of the lots and parcels of land affected by this instrument;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Owner of the above described lands covenants and agree that the said lands in TIMBER LANE, SECTION 4, hereinabove described and identified, are held, and shall thereafter be conveyed, subject to covenants, conditions, stipulations, easements and restrictions as hereinafter set forth.

The word "street" as used hereinafter shall include any street, drive, boulevard, road, lane, avenue or any place as shown on the recorded plat as a thoroughfare.

A "corner lot" is one that abuts on more than one street. Any lot except a corner lot is deemed to face on the street upon which it abuts. A corner lot shall be deemed to front on the street designated by the Architectural Committee as hereinafter provided.

The term "lot" or "residential lot" as used herein, shall be deemed to refer to the various residential lots in TIMBER LANE, SECTION 4, shown on the plat thereof.

RESTRICTIONS

For the purpose of creating and carrying out the uniform plan for the improvement and sale of the lots as a restricted subdivision, the fol-

1650
B

UNOFFICIAL COPY

[Handwritten mark]

lowing restrictions upon the use of the lots included in said TIMBER LANE, SECTION 4, are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by and on behalf of Owner, its successors and assigns, and same shall be considered a part of each contract and deed affecting the lots, and any of same, as though incorporated fully therein. Further, these restrictions as hereinafter set forth shall be and are hereby imposed upon each lot in TIMBER LANE, SECTION 4, above identified, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Owner and Lien Holder and their respective successors and assigns and all subsequent purchasers of lots, and each such purchaser, by virtue of accepting a contract or deed covering the lots, or any of same, shall be subject to and bound by such restrictions, covenants and conditions as by the terms of this instrument are hereinafter set forth.

USE OF LAND - GENERAL

(a) None of the lots in TIMBER LANE, SECTION 4, shall be used for anything other than residential purposes.

(b) No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the Architectural Control Committee except one (1) "For Sale" sign not larger than five (5) square feet. Developer or members of the Architectural Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in TIMBER LANE, SECTION 4, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(d) No trade or business activity shall be carried on upon any lot in TIMBER LANE, SECTION 4, nor shall anything be done thereon which may be or become obnoxious or offensive or an annoyance or a nuisance to the neighborhood.

(e) No spirituous, vinous or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale on any lot in TIMBER LANE, SECTION 4, or any part thereof, nor shall any lot or any part thereof be used for illegal or immoral purposes.

(f) No truck, bus, boat or trailers shall be left parked in the street in front of any lot in TIMBER LANE, SECTION 4, except as construction or repair equipment while a house or houses are being built or repaired in the immediate vicinity, and no truck, bus, boat or trailer shall be left parked in any driveway or other portion of the lot exposed to public view.

(g) No septic tank or private water well will be permitted on any lot in TIMBER LANE, SECTION 4.

ARCHITECTURAL AND OTHER SPECIFIC
RESTRICTIONS

144-32-0977

No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any lot or homesite in TIMBER LANE, SECTION 4, until the complete plans and specifications have been submitted to and approved in writing (as provided hereinafter) by the Architectural Committee as hereinafter constituted. Such approval is to include exterior design, the type of materials to be used, quality of workmanship and materials, harmony of the exterior design with existing structures, location with respect to topography and finish grade elevation and the colors to be applied on the exterior of the structure, and such approval is to be based on the applicable requirements and restrictions set out herein.

(a) The owner of any one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, or use the remainder of a lot, resulting from such a consolidation, as one building site, with the privilege, in each case, of placing improvements on such site; provided, that (i) such site has a width of at least 55 feet at the building setback line, (ii) the total area of such site shall be not less than 6,000 square feet, (iii) side setback lines shall be measured from the resulting side property lines, rather than from the original lot lines which are indicated on the recorded plat and (iv) such building site shall be deemed to be a "lot" for all purposes hereunder.

(b) No structure shall be erected on any lot or lots in TIMBER LANE, SECTION 4, or any part or parts of one or more lots other than one single family dwelling not to exceed two stories in height, and a detached or an attached garage for not less than two or more than three cars.

(c) No structure shall be moved onto any lot in TIMBER LANE, SECTION 4.

(d) No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot in TIMBER LANE, SECTION 4, or any part thereof, shall at any time be used as a residence, except as provided for in (e) below, nor shall any residence of a temporary character be permitted. No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, lands, streets or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction. Notwithstanding anything to the contrary in the foregoing paragraph builders may maintain temporary sales offices to be removed upon completion of their sales program.

(e) No garage apartment for rental purposes shall be permitted on any residential lot in TIMBER LANE, SECTION 4. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.

(f) All improvements in TIMBER LANE, SECTION 4, shall be constructed on a lot or lots so as to front the street upon which such lot or lots face.

(g) The Architectural Committee is granted the right to designate the direction in which improvements in TIMBER LANE, SECTION 4, on any corner lot shall face, and such decision shall be made with the thought in mind of the best general appearance of that immediate area.

(h) Dwellings on corner lots in TIMBER LANE, SECTION 4, shall have a presentable frontage on all streets on which that particular lot faces.

(i) The ground floor area of the main residential structure of all residences in TIMBER LANE, SECTION 4, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one (1) story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1½), or a two (2) story dwelling be less than 1,200 square feet.

(j) Subject to the qualifications set out hereinafter, the building lines of any residence to be erected upon any lot or building site in TIMBER LANE, SECTION 4, shall be:

1. Front building lines - as shown on the subdivision plat of TIMBER LANE, SECTION 4.
2. Rear building lines - not nearer than ten (10) feet to the rear lot line.
3. Side building line - not less than five (5) feet from the side property lines; provided that the "side property lines" herein referred to shall be deemed to be the actual side property lines of the building site upon which any residence is to be erected, without regard to the side lines of any of the above subdivided lots shown on the subdivision plat and included in said building site; and provided further that when any side property lines of any building site faces and is immediately adjacent to any street shown on the subdivision plat of TIMBER LANE, SECTION 4, the particular side building line adjacent to said street shall not be less than 10 feet from the right-of-way of said street. Provided further, however, that in the event the map or plat of TIMBER LANE, SECTION 4, expressly prescribes a different and greater rear and side building line than as set out hereinabove with respect to any particular lot covered hereby the particular rear or side building line or lines prescribed in said map or plat shall control over the hereinabove stated rear or side building line.

(k) No fence, wall, hedge or shrub planting which obstructs side lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot or on any tract abutting onto streets within the triangular area formed by the intersecting street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same site line limitations shall apply on any such lot within 10 feet from the intersection of a street with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines. No fence or wall in excess of 6 feet height at any point thereon, measured from ground level perpendicularly to the top thereof shall be placed or permitted to remain on any lot except as hereinafter provided; and no fence or wall shall be placed or permitted to remain on any lot in the area between any street adjoining same, and the front building line or side street building line running parallel to said street on said lot as hereinabove described, except temporary fences installed on model home lots, which shall be permitted.

(l) No radio or television aerial wires or antenna shall be maintained on any portion of any lot forward of the front building line of said lot.

(m) No detached garage, servant's house or other outbuildings of any kind shall be erected on any lot nearer than 30 feet to the front building line, nor nearer than the easement on the rear or side property line of said lot, nor nearer than 3 feet to the side property line.

This does not apply to garage and servant's quarters when attached to the main residence.

No outside toilets will be permitted. No outbuildings on any residential shall exceed in height the dwelling to which they are appurtenant. Every such outbuilding, except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

(n) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building so that the same is visible from the street in front of the building in any part of TIMBER LANE, SECTION 4.

(o) 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 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. Notwithstanding the preceding paragraph, the Architectural Committee is 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 open be paved with concrete.

(p) No building material of any kind or character shall be placed or stored upon any residential lot or building site until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line.

(q) Each kitchen in each dwelling or living quarters situated on any building site in TIMBER LANE, SECTION 4, shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(r) No stumps, trees, underbrush or any refuse of any kind or scrap material from the improvements being erected on any lot or building site shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the lot or building site on which construction is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(s) No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any part of the lands in TIMBER LANE, SECTION 4, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of said lands. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any part of the said lands.

(t) At no time shall any house trailer, or any truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton, ever be parked overnight or stored on any residential lot, nor shall any

such house trailer, or any such truck, trailer or commercial vehicles having a rated load capacity in excess of one (1) ton be parked on any street in TIMBER LANE, SECTION 4, at any time other than as may be reasonably required incident to construction work on or delivery or pickup of goods, wares, property or materials to or from lands in said subdivision.

144-32-0980

(u) Notwithstanding anything to the contrary herein, during the period when improvements are being constructed on any lot in TIMBER LANE, SECTION 4 by the owner of such lot, such owner shall have the right to maintain offices (relating to construction and sale of such improvements) and lumber yards and warehouses for storage of building materials for construction of improvements on such lots in such Section, without such action being considered to be a violation of these Restrictions; provided that such activity shall terminate when all such construction has been completed and such owner has deeded to third parties all lots in TIMBER LANE, SECTION 4.

ARCHITECTURAL COMMITTEE

Frank H. Meredith, Frank M. Files, and Keith B. Turner, all of Houston, Harris County, Texas, are hereby designated and appointed as the Architectural Committee, which Committee and its successors, are hereby vested with the full right and authority to act as such under the provisions of these restrictions. A majority of such Committee shall have the right to designate a representative to act for it in all matters arising hereunder. In the event of the death or resignation of any member or members of the Committee, the remaining member or members shall have the full right and authority to designate a successor member or members. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions.. All appointments and designations of persons as successors to the Committee shall be made in writing by a recordable instrument, which shall be filed for record in Harris County, Texas. The powers and duties of the Committee as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created. At any time the then record owners of a majority of the residential lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Committee to withdraw from the Committee or restore to it any of its powers and duties. Any such instrument affecting said Committee shall show the property owned by each owner signing same, and in case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

The Architectural Committee's approval or disapproval as required in these restrictions shall be in writing. In the event such Committee, or its designated representative, fails to approve or disapprove any design or location within thirty (30) days after 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 the related covenants and restrictions set out herein shall be deemed to have been fully complied with.

DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then record owners of a majority of the residential lots has been recorded, agreeing to change said covenants in whole or in part. These covenants, or any of them, may be amended by an instrument signed in writing by the then record owners of a majority of the residential lots in TIMBER LANE, SECTION 4, and the recording of said instrument with the County Clerk of Harris County, Texas. Any such instrument shall show the property owned by each owner signing same, and in case property is owned by man and wife as community property, the signature of the husband alone shall be sufficient, except that in cases where the husband resides elsewhere or has abandoned his wife, her signature alone shall be sufficient.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Owner, Lien Holder and their respective successors and assigns, and all parties claiming by, through or under them, or any of them, and all subsequent property owners, of said above identified lands, and any part of same, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; PROVIDED, HOWEVER, that no such person, firm or corporation shall be liable

except in respect of breaches committed during its, his or their ownership of said property. The violation of any such restrictions, covenants or conditions shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, SUBJECT, nevertheless, to the restrictions, covenants and conditions herein contained. Invalidation of any of these covenants by judgment or court order will in no way affect any of the other provisions which shall remain in full force and effect.

Owner, its successors and assigns, and/or the TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, shall have the right, but not the duty, to enforce observance and performance of these restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction, either prohibitive or mandatory. The owner of any lot, lots or lands affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyances of the above identified lands in TIMBER LANE, SECTION 4, shall be subject to dedicated easements and rights-of-way shown on the map or plat thereof, or as may be reserved in each deed, and to any utility easements over, under, along and across such portions of each lot and tract, as are reflected on said map or plat, or as may be reserved in each deed, for the purpose of installing, using, repairing, and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right to access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush or shrubs either on or overhanging such right-of-way, as in their opinion may interfere with the

installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners hereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid. The utilities may be placed upon the streets as designated on said plat as said streets may be used for utilities as well as for traffic and other street purposes.

There is also reserved and dedicated herewith for the use of all public utility companies the easements for down guy anchors and push braces adjacent to the dedicated utility easements affecting the above identified lands, as shown on the map of said TIMBER LANE, SECTION 4. There is also reserved and dedicated herewith for the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all dedicated utility easements on the above identified lands as shown on the map of said TIMBER LANE, SECTION 4.

An underground electric distribution system will be installed in TIMBER LANE, SECTION 4, which underground service area shall embrace all lots in TIMBER LANE, SECTION 4. The owner of each lot in TIMBER LANE, SECTION 4, shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connection at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot or building site. For so long as underground service is maintained, the electric service to each lot or building

site in TIMBER LANE, SECTION 4, shall be uniform in character and exclusively of the type known as Single Phase, 120/240 volt, 3-wire, 60-cycle, Alternating Current.

144-32-0984

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 4, 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 according to its Articles of Incorporation and By-Laws, including contract sellers, 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 FOREST HOMES, 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.

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, 1976.

(b) Each lot in TIMBER LANE, SECTION 4, 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 4, to TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION annually in advance, commencing January 1, 1973.

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 4.

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 4, as well as all subsequent sections which are a subdivision of the 201.1150-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 to Charles L. Osenbaugh, Trustee, recorded in Volume 8337, Page 419 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, and not limitation, construction and also, in addition, benefit of maintaining 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, restriction 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 percent (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 time 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 restriction, 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 4 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;

Page 14 Ends Here.

UNOFFICIAL COPY

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 provisions of these restrictions to the contrary during the time that there is Class B stock of the Association 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

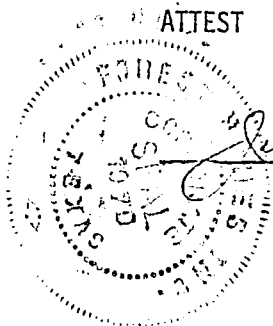
Should any person or persons violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION, on their behalf, to prosecute any proceedings 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.

RECORDER'S MEMORANDUM:

Instrument has no execution date shown

ATTEST



Julia C. Reed
Secretary

FOREST HOMES, INC.

By: *Robert M. Ley*
Robert M. Ley President
OWNER

THE STATE OF TEXAS)

COUNTY OF HARRIS)

144-32-0990

BEFORE ME, The undersigned authority, on this day personally appeared ROBERT M. LEY, President of the FOREST HOMES, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, A. D. 1972.



Barbara Wells
Notary Public in and for Harris
County, Texas

COPY
OFFICIAL
FILED
1972 MAY 18 PM 4 41
COUNTY CLERK
HARRIS COUNTY, TEXAS

Ret to:
Lee Salgado
1415 Fannin
Houston, Texas
77002

144-32-0991

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

MAY 18 1972



Robert R. Montgomery Jr.
COUNTY CLERK
HARRIS COUNTY, TEXAS