

196-55-3155

STATE OF TEXAS

F628617

COUNTY OF HARRIS

:

12/30/93 00326995 F628617 \$ 16.00

SECOND AMENDMENT TO

RESTRICTIONS

TIMBER LANE, SECTION FIVE (5)

Restv

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On September 18, 1974, Restrictive Covenants for Timber Lane, Section Five (5), were filed under Clerk's File Number E259334, Film Code Number 110-03-0084, of the Official Property records of Harris County, Texas (the "Original Restrictions"). The Restrictive Covenants for Timber Lane, Section Five (5), were amended and filed for record under Clerk's File Number E724900 and also amended and filed under Clerk's File Number H762900, Film Code Number 034-93-1736 both filed in the Official Property Records of Harris County, Texas.

There are three hundred fifty-six (356) residential lots within Section Five (5), of Timber Lane and this amendment, being approved by a majority of the owners, is in full force and effect as of the date of recordation of this document. Said provision for the amendment of the Restrictions of Timber Lane, Section Five (5), is provided for in the Original Restrictions.

The Restrictions for Timber Lane Section Five (5), state as follows:

1. These restrictive covenants shall be effective and shall bind this owner an 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 part.

The same shall be amended by deleting the above and replacing it with the following:

1. These restrictive covenants shall be effective and shall bind this owner an 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 the record property owners of a majority of lots in said section, said restrictive covenants are amended in whole or part.

The Restrictions for Timber Lane, Section Five (5), under section 4 shall be amended by adding the following:

No child-care institution, including but not limited to facilities known as children's homes, halfway houses, residential treatment camps, emergency shelters, and training or correctional schools for children, no foster group home, no day-care center, and no group day-care home, as those terms are defined under the Texas Human Resources Code chapter 42 and the applicable portions of the Texas Administrative Code, at the time of this amendment, shall ever be established, operated or maintained upon any lot, save and except a family home for disabled persons as defined under Article 1011(n) Section 3 of the Human Resources code chapter 42. It is not the Association's intention to violate any federal, state, or local laws, but has created this amendment in an effort to be as restricted as allowed by law and to restrict the occupancy of the residences to single family and residential uses only.

The Restrictions for Timber Lane, Section Five (5), under section 5 shall be amended by making the following deletion (shown as struck through) from the third paragraph of said section.

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 such 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.

The Restrictions for Timber Lane, Section Five (5), under section 14 state as follows:

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

The same shall be amended by deleting the above and replacing it with the following:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot in TIMBER LANE, SECTION 5, except that dogs, cats or other household pets may be kept, not to exceed the city ordinance limits or three adult animals (whichever is less), provided that they are not kept, bred or maintained for any commercial purpose. No pets are to run at large.

The Restrictions, under section 19, currently state as follows:

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.

The above shall be amended to add the following:

All fences behind the front building line, where permitted to be built, shall be six (6) feet high and such fences shall be constructed of vertical abutting 1" X 4" to 1" X 12" western cedar, redwood, or treated lumber boards.

The following sections shall be added to the Restrictive Covenants:

22. No portion of the streets, or Common Area, or Lots shall, without the express written permission of the Association, be used for the storage of trucks having a rated load capacity in excess of one ton, tractors, boats, buses, trailers, campers, unused or inoperable automobiles, or any items which the Association deems unsightly or inappropriate. Trucks having a rated load capacity in excess of one ton, boats, buses, trailers, campers, unused or inoperable automobiles, and other machinery consistent with the use of the premises as a residence may be kept on Lots, provided they are kept or stored within a garage or such other place as may be completely out of view from the Common Area or any street or adjacent Lot. No inoperative motor vehicles may be stored within view of the public on a Lot or in a street or drive within the Subdivision. Vehicles without current inspection sticker or Texas registration sticker shall be considered inoperable.

23. All residences and other buildings located within the subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery or dead trees shall be cut and removed from any Lot at the expense of the Owner. No fence, wall, tree, hedge or planting shall be maintained in the subdivision in such a manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety. By way of clarification, a lot with grass or weeds with a height of over five inches (5") shall be presumed to be unattractive. Additionally, grass growing onto or over sidewalks, driveways, and curbs shall be presumed to be unattractive.

24. In the event any Owner of any Lot in the Subdivision fails to maintain the grass, vegetation, and weeds upon the Lot in the manner described herein the Board of Directors of the Association, after seven (7) days' notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot to correct the grass, vegetation and weeds to be in compliance with the Restrictions. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the yard maintenance. The cost of such yard maintenance shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the lien herein retained. Alternatively, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring said property into compliance with these restrictions.

The Restrictions for Timber Lane, Section Five (5), under section MAINTENANCE CHARGE has been amended in the past on January 4, 1983 and said amendment increased the current maintenance assessment to \$10.00 per lot, per month, the same being due and payable in advance by January 1 of each year. This amendment is hereby ratified and further amended to replace MAINTENANCE CHARGE section (b) as follows:

(b) Each lot in TIMBER LANE, SECTION FIVE (5), is hereby subjected to an annual maintenance charge of \$120.00 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 FIVE (5), to TIMBER LANE COMMUNITY IMPROVEMENT ASSOCIATION annually in advance. Said amount having commenced on January 1, 1983, which amount is hereby ratified.

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 of the subdivision may, in the judgment of that Association require, as determined by its Board of Directors and in no event will such assessment or charge increase more than ten percent (10%) over the amount charged in the previous year without the consent of a majority of a quorum of the members present at a meeting called for that purpose.

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 assessments for all lots in TIMBER LANE, SECTION FIVE (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 FIVE (5), as well as 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 may include by way of clarification, and not limitation, construction and also, in addition, benefit of maintaining parks, swimming pools, parkways, rights-of-way, easements, esplanades, and other public areas, the providing, maintaining and operating recreational facilities, 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, in 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.

The Restrictions for Timber Lane, Section Five (5), under section MAINTENANCE CHARGE shall be amended by adding a second paragraph to section (c) which shall state the following:

The Vendor's Lien stated above, in addition to all charges and assessments and interest, shall also include costs of collection, and attorney's fees. The above referenced Vendor's Lien is the same Vendor's Lien that has been in full force and effect since September 18, 1974, the effective date of the original restrictions of Timber Lane, Section Five (5). Additionally, the Association shall have the right (but not the obligation) to file a lien affidavit in the Real Property Records of Harris County, Texas, stating the delinquent amounts due and owing.

The owner(s) of a residential lot is/are entitled to one vote, and each owner shall designate his vote on the attached voting acknowledgment. This amendment shall be effective when signed in the affirmative by a majority owners of residential lots in Timber Lane, Section Five (5), and is recorded in the Official Property Records of Harris County, Texas.

This document may be executed and recorded in one or more counterparts. The whole of all of the documents constituting this amendment, however, shall not be effective as to any of the lots of TIMBER LANE, SECTION FIVE (5), until such time as the requisite number of affirmative votes are obtained.

AFTER RECORDING, PLEASE RETURN TO:

ROBERTS, MARKEL, FOLGER & POWERS
24 GREENWAY PLAZA, SUITE 1010
HOUSTON, TEXAS 77046

CM#

311-001

R:\REAL\HQA\TIMBER\AMEND-5

02/26/92 MSF

9/4/92(QMDM) MMB

196-55-3160

ACKNOWLEDGEMENT

We represent that we own record title to the property located at 2314 Cypress Tree,
Spring, Harris County, Texas 77373, being Lot 46, Block 14, of Timber Lane, Section 5, an
addition in Harris County, Texas according to the map or plat thereof recorded in Volume 241 Page 103
of
the map records of Harris County, Texas. By our signatures below, we approve the foregoing Amendment
to Restrictions, Timber Lane, Section Five 5 (1).

[Signature]

Ernie Lopez
(Print Name)

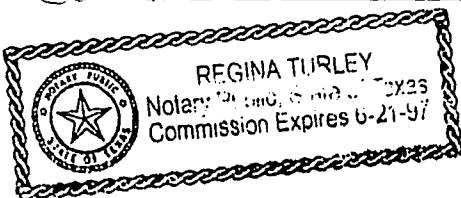
[Signature]

Dora Lopez
(Print Name)

THE STATE OF TEXAS :

COUNTY OF HARRIS :

THIS INSTRUMENT was acknowledged before me on this 1 day of
December, 1992, by Ernie Lopez
3

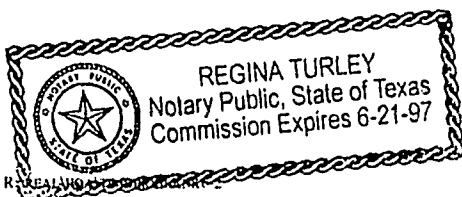


[Signature]
Notary Public, the State of Texas

THE STATE OF TEXAS :

COUNTY OF HARRIS :

THIS INSTRUMENT was acknowledged before me on this 1 day of
December, 1992, by Dora Lopez
3



[Signature]
Notary Public, the State of Texas

196-55-3161

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

DEC 30 1993



Rosey G. Ryan
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

93 DEC 30 PM 2:13

Rosey G. Ryan
COUNTY CLERK

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