

F873727

RESTRICTIONS
TIMBER LANE SECTION 11
HARRIS COUNTY, TEXAS

113-94-0347

THE STATE OF TEXAS §

COUNTY OF HARRIS §

WHEREAS, SHIRLEY-HOUSTON, INC., a Texas corporation, hereinafter referred to as "Owner", is the owner of the following described residential lots in Harris County, Texas, being part of the 20.534 acres of land included in TIMBER LANE, SECTION 11, as shown on the subdivision plat of TIMBER LANE, SECTION 11, recorded in Volume 282, Page 49, of the Map Records of Harris County, Texas, reference being here made to said subdivision plat of TIMBER LANE, SECTION 11, and the record thereof for all purposes:

Lots 1 through 16 in Block 1
Lots 1 through 63 in Block 2
Lots 1 through 10 in Block 3

TIMBER LANE, SECTION 11, and

WHEREAS, CULLEN SAVINGS ASSOCIATION, hereinafter referred to as "Lien Holder", is the owner and holder of deeds of trust affecting TIMBER LANE, SECTION 11;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Owner of the above described lands and Lien Holder, as owner and holder of the deed of trust liens upon said lands, covenant and agree that the said residential lots in TIMBER LANE, SECTION 11, 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. 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 11, which are described above and which are shown on the plat thereof; Reserves "A" and "B" are not residential lots and are not affected by these Restrictions.

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 following restrictions upon the use of the lots included in said TIMBER LANE, SECTION 11, 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 11, 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 as hereinafter set forth.

USE OF LAND - GENERAL

- (a) No lot 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, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further that all lot owners comply with the Texas Leash Law.
- (d) No trade or business activity shall be carried on upon any lot nor shall anything be done thereon which may be or become obnoxious or offensive or any 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 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, 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.

ARCHITECTURAL AND OTHER SPECIFIC
RESTRICTIONS

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 11, 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) No dwelling shall be erected on a lot, unless the area upon which said dwelling is being erected has a width of at least 45 feet at the minimum building set-back line and the total area upon which the dwelling sets is at least 5,800 square feet.

(b) No structure shall be erected on any lot or lots, 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, except for a field office used by the Owner or its assigns.

(d) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot, 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. Living quarters on property other than in main building on any residential lot may be used for bona fide servants only.

(f) All improvements 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 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 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, exclusive of open porches and garages, shall not be less than

1,300 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 (1-1/2), or a two (2) story dwelling be less than 1,400 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 shall be:

1. Front building lines - as shown on the subdivision plat.
2. Rear building lines - not nearer than eight (8) feet to the rear lot line.
3. Side building line - not less than five (5) feet from the side property lines, except for the side adjacent to a detached or attached garage which shall be not less than three (3) feet; 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 11, the particular side building line adjacent to said street shall not be less than ten (10) feet from the right-of-way line of said street. Provided further, however, that in the event the map or plat expressly prescribes a different and greater rear and side building line that 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 20 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 property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site 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 or the 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. Fences shall be constructed of cedar or redwood, or of any other material approved by the Architectural Control Committee.

(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 40 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. The foregoing 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 lot 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) Masonry as used and required herein shall include brick, brick veneer, stone, stone veneer, or other masonry type of construction, but with it being understood that this other type of masonry construction does not include asbestos shingles or other similar fireproof boarding, and exterior walls and elevations as used herein shall include gables, doors and windows and garages. The exterior walls of all residences shall not be less than 51% masonry unless an exception is granted by the Architectural Control Committee. All external roofing material shall consist of #1 grade wood shingles, wood tone composition shingles no less than 240# in weight, or materials of the same or greater grade and quality as approved in writing by the Architectural Committee.

(o) 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 this Subdivision.

(p) 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 preceeding 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 opens be paved with concrete.

(q) 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.

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

(s) 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.

(t) No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon any part of the lands of this Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon 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.

(u) 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 vehicle having a rated load capacity in excess of one (1) ton be parked on any street in this Subdivision 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.

(v) Notwithstanding anything to the contrary expressed herein, during the construction period, owner and any corporation, person or other entity which may

be a shareholder of owner, and such other builders and/or developers in this Subdivision as owner may designate, shall have the right to maintain offices, lumber yards and warehouses on any lot or lots in this Subdivision without such action being considered a violation of these restrictions, provided such facilities and stored materials pertain to construction within this Subdivision only.

(w) All developers, builders, contractors, suppliers, workmen and any other parties engaged in construction work or supplying materials for such work in this Subdivision shall use designated construction routes determined or approved by the Board of Directors of the Timberlane Community Improvement Association, provided that, Hirschfield Road is expressly designated and approved as a construction route.

ARCHITECTURAL COMMITTEE

The acting directors of the Board of Directors of the Timberlane Community Improvement Association, a Texas non-profit corporation, and their duly appointed or elected successors, 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. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. 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, subject to all extensions, modifications or amendments of said restrictions.

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 (1) 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, with the express written approval of the Board of Directors of the Timberlane Community Improvement Association noted thereon or on separate, recordable instrument, and the recording of said instrument(s) with the County Clerk of Harris County, Texas. Any such instrument(s) shall show the property owned by each owner's signature, and in case property is owned by man and wife as community property, the signature of either husband or wife shall be sufficient

RIGHT TO ENFORCE

These 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 respective 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 TIMBERLANE 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 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 lands herein identified shall be subject to dedicated easements and rights-of-ways 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 of 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 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 street 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 Subdivision. 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') above the ground upward, located adjacent to all dedicated utility easements on the above identified lands as shown on the map or plat thereof.

An underground electric distribution system will be installed in this Section, which underground service area shall embrace all lots therein. In the event that there are constructed within the Underground Residential

Subdivision, structures containing multiple dwelling units such as townhouses, duplexes and/or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its 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 electric company's metering at the 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 connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple unit structure the Owner/Developer, shall at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is

being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such Subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the Underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

MAINTENANCE CHARGE

(a) Each person or entity who is a record owner of a fee or undivided interest in any lot in this Section, or any additional property which is accepted by the Directors of TIMBERLANE COMMUNITY IMPROVEMENT ASSOCIATION according to its Articles of Incorporation and By-laws, including contract sellers, shall be a member of TIMBERLANE COMMUNITY IMPROVEMENT ASSOCIATION according to its Articles of Incorporation and By-laws. 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, membership of any lot which is subject to assessment as hereinafter provided for by TIMBERLANE COMMUNITY IMPROVEMENT ASSOCIATION (hereinafter referred to as Association). Ownership of such lots shall be the sole qualification for membership.

The Association shall have one class of voting membership. 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.

(b) Each lot in this Section is hereby subjected to an annual maintenance charge and assessment not to exceed Ninety Dollars (\$90.00) per annum, plus escalation, 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 in this Section to TIMBERLANE COMMUNITY IMPROVEMENT ASSOCIATION annually in advance, being payable on January 1st of each year, commencing January 1, 1979. Provided, however, in the calendar year 1979 only, the maintenance assessment due January 1, 1979 shall not be declared in default nor shall it bear interest or penalty if paid on or before June 1, 1979.

The rate at which each lot will be assessed will be determined annually and may be adjusted from year to year by the Board of Directors of TIMBERLANE COMMUNITY IMPROVEMENT ASSOCIATION as the needs for the Subdivision may, in the judgment of said Board require, provided that such assessment will be uniform, and in no event will such assessment or charge exceed \$90.00 per annum, plus escalation which shall be limited to ten (10%) percent of the previous annual assessment.

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 this Section.

TIMBERLANE COMMUNITY IMPROVEMENT ASSOCIATION shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of this Section, as well as all previous or subsequent sections of TIMBER LANE Subdivision, 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 TIMBERLANE 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, right-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 TIMBERLANE 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 TIMBERLANE COMMUNITY IMPROVEMENT ASSOCIATION concerning 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 thirty (30) days of the date they are due shall bear interest at the rate of ten (10%) percent per annum. To secure the payment of the Maintenance Fund established hereby and to be levied on individual residential lots in this Section, Owner hereby reserves a Vendor's Lien against each residential lot and expressly assigns said Vendor's Liens to the TIMBERLANE COMMUNITY IMPROVEMENT 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 Grantee or 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 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 TIMBERLANE 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 that 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 restrictions, its Articles of Incorporation and its By-laws.

(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 mortgage 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.

GENERAL

Should any person or persons violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for TIMBERLANE COMMUNITY IMPROVEMENT ASSOCIATION 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 Holders join in the execution hereof for the purpose of subordinating all of the liens held by them against the above described property unto these presents, and do hereby consent and agree to the imposition of the aforesaid reservations, restrictions, covenants and conditions; and Lien Holders hereby agree that a foreclosure shall not affect such reservations, restrictions and covenants.

SHIRLEY-HOUSTON, INC.

ATTEST:

Sidney Gibson
SIDNEY GIBSON, Secretary

By:

Ralph Shirley - President
RALPH SHIRLEY - President

CULLEN SAVINGS ASSOCIATION

ATTEST:

Jean Bishop
JEAN BISHOP, Secretary

By:

Richard Allen
RICHARD ALLEN - President

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared RALPH SHIRLEY, President of SHIRLEY-HOUSTON, INC. and SIDNEY GIBSON, Secretary of SHIRLEY-HOUSTON, INC., a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 29th day of November, A.D. 1978.

Gwen Hansen
Gwen Hansen
 (Print Notary's Name)
 Notary Public in and for
 Harris County, Texas
 My commission expires 10-11-79

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD ALLEN, President of CULLEN SAVINGS ASSOCIATION and Jessie Bishop, Asst Secretary of CULLEN SAVINGS ASSOCIATION, a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 29th day of November, A.D. 1978.

Lynne B Rich
LYNNE B. Rich
 (Print Notary's Name)
 Notary Public in and for
 Harris County, Texas
 My commission expires 12-15-79

Return to : S. J. GIBSON
 22530 ALDINE WESTFIELD
 SPRING, TEXAS 77373

COPY

ORIGINAL

FILED
NOV 30 3 54 PM 1978
[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

NOV 30 1978



[Signature]
COUNTY CLERK,
HARRIS COUNTY, TEXAS

ORIGINAL