

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, **TIMBERLAKE CORP.** is the owner of the hereinafter described property situated in Harris County, Texas by virtue of deed dated June 7, 1956, recorded in Volume 3168 Page 398 of the Deed Records of Harris County, Texas, and deed dated August 6, 1956 filed for record August 6, 1956 under County Clerk's File No. 1640736 in Harris County, Texas, and

WHEREAS, **THERESA CARROLL**, individually, and as independent executrix of the will and estate of Rufus J. Carroll, deceased, is the holder of a first lien covering the property hereinafter described, and;

WHEREAS, **COLMBIA GENERAL INVESTMENT CORPORATION** is the holder of a second lien covering the hereinafter described property, and,

WHEREAS it is the desire of **TIMBERLAKE CORP.** to establish, create, adopt and impose certain restrictions on the hereinafter described property for the purpose of creating and carrying out a uniform and general plan for the improvement and sale of said property, and the aforesaid lienholders desire to ratify and confirm this instrument and to subordinate their respective liens to the said restrictions, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that **TIMBERLAKE CORP.**, a Texas corporation acting herein by and through its duly authorized officers, in consideration of the premises, and in consideration of the mutual covenants of all parties hereto and subsequent purchasers, do hereby establish, adopt, create and impose on the following described property, to-wit:

Timberlake Estates, Section 1, a subdivision in Harris County, Texas, according to the plat thereof filed for record October 23, 1956 under County Clerk's File No. 1670700 in Harris County, Texas,

LESS AND EXCEPT: that tract of land shown on said plat as "ACREAGE", more particularly described by metes and bounds, as follows, to-wit:

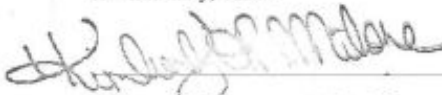
Beginning at the most southerly corner of this tract, said corner being located north 58° 30' west a distance of 60.00 feet from the most westerly corner of Block 11, Timberlake Estates, Section 1, map of which is filed for record under Harris County Clerk's File No. 1670700, filed October 23, 1956;

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

A CERTIFIED COPY

SEP 19 2005

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


Deputy
KIMBERLY R. MALONE

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Thence north 58° 30' west a distance of 527.01 feet to a point of curve;
 Thence along a curve to the right, said curve having a radius of 270.00 feet, a distance of 203.42 feet to a point of tangent;
 Thence north 15° 20' west a distance of 224.00 feet to a point of curve;
 Thence along a curve to the left, said curve having a radius of 330.00 feet, a distance of 248.62 feet to a point of tangent;
 Thence north 58° 30' west a distance of 45.00 feet to a point for a corner;
 Thence north 31° 30' east a distance of 300.00 feet to a point for a corner;
 Thence south 58° 30' east a distance of 540.39 feet to a point of curve;
 Thence along a curve to the right, said curve having a radius of 270.00 feet, a distance of 133.52 feet to a point of tangent;
 Thence south 30° 10' east a distance of 364.45 feet to a point of curve;
 Thence along a curve to the left, said curve having a radius of 330.00 feet, a distance of 163.19 feet to a point for a corner;
 Thence south 31° 30' west a distance of 370.93 feet to the place of beginning and containing 12.02 acres of land,

the following restrictions for the purpose of creating and carrying out a uniform and general plan for the improvement, sale and use of the lots in said subdivision as restricted private residential lots, and these restrictions shall be a part of each and every contract and/or deed executed by or on behalf of TIMBERLAKE CORP., its successors and assigns by appropriate reference to these restrictions, and same shall be considered a part of each such contract and/or deed as though incorporated fully therein:

1. All these restrictions, easements and agreements are covenants that run with the land. They are for the protection, use and benefit of all parties hereto and each and every purchaser of any lot or lots in said subdivision, their heirs, assigns and legal representatives, and shall be binding on all such persons and all other claiming under them for a period of twenty-seven years from date hereof or if later, such date as this instrument is placed of record in the office of the County Clerk of Harris County, Texas, and after such time these covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the majority of the then owners of the said lots

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Kimberly Malone

Deputy

KIMBERLYR MALONE

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has been recorded agreeing to change the said covenants in whole or in part, provided, however, that fifty-one per cent (51%) of the lot owners at any time may amend or change these restrictions as they in their discretion may see fit to be effective by a proper instrument duly executed, acknowledged and filed for record as aforesaid.

2. It is understood that no act or omission upon the part of any party hereto, or any person hereafter acquiring an interest in said properties by, through, or under same, shall ever be construed a waiver of the operation or enforcement of these covenants. It is further provided that the invalidation of any one or more of these covenants or restrictions, or any part thereof by a judgment or other court order shall in any way affect the other provisions hereof, which shall remain in full force and effect.

3. It is expressly understood that all lots ~~shown~~ in this subdivision shall be known and described as residential lots and property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purpose. No more than one single family residential dwelling shall be built on any one lot, except however, that any lot having more than 200 feet frontage on any street may be divided into two equal parts by a line perpendicular to the middle of the road fronting said lot and after being so divided may have a single family residential dwelling upon each half, provided further, however, that said dwelling on each lot shall not be closer than ten feet to such dividing line, and providing further that all other restrictions herein shall apply to each half.

4. No building shall be erected, placed, or altered upon any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to quality of workmanship and material and to conformity and harmony of external design with the existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation. Such Committee shall be initially composed of Joseph P. Fiest, T. C. Edminster, Jr. and Bert R. Coats, or by a representative

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Kimberly R. Malone
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designated by a majority of the members of said Committee. No fence or wall shall be erected, placed, or altered, or permitted upon any lot nearer to any street than the minimum building set-back line, unless similarly approved.

5. The approval above mentioned shall be required of the architectural control committee composed of Joseph P. Fleet, T. C. Edminster, Jr. and Bert R. Coats. A majority of the committee may designate a representative to act for each. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor for such decedent. Neither the members, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee, or restore to it any of its powers and duties.

6. The said committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications and plot plan have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall have been deemed to have been fully complied with.

7. It is expressly understood that garage apartments may be erected at the rear of any lot upon which there is already constructed a permanent residence, such residence to be complete and occupied, or ready for occupancy.


8. No animals, livestock, poultry, dogs, cats and such may be kept or permitted on the premises, except as pets or for domestic use. It is expressly understood that none of such animals shall ever be kept, bred, or maintained for any commercial purposes. It is further understood in this connection that the number of such animals may be limited at any

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time by the said control committee. In this connection it is further understood that all barns or stables, outhouses, and such must be placed at the rear of said lots and behind the dwelling. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets to become a nuisance or obnoxious to the occupants of neighboring property, or to become a hazard to the health, welfare and well being of the community. All such structures and shelters for animals and pets shall conform to the structures in the neighborhood and shall not be maintained in any untidy manner. It is further understood that no hogs, swine or goats shall be kept on any part of said property for any purpose whatsoever.

9. No second-hand houses shall be moved on any lot without the written consent and permission of the said control committee. No second-hand building materials shall be used for the exterior construction of any structure on any of said lots.

10. No residential structure shall be erected or placed on any lot that has actual living space of less than 1,000 square feet, exclusive of porches and garages.

11. No trailer, basement, tent, shack, garage, barn, or other building or outbuilding erected on any lot shall at any time be used for residential purposes, either temporarily or permanently. No structure of whatever character, including the structures built for residential purposes, shall ever be occupied or used for such residential purposes until the same is completed inside and out.

12. No advertising signs or billboards shall be placed upon any lot in this addition, except that the developer may place such signs as may be appropriate and necessary for the sale and development of the property.

13. Easements affecting all lots in this tract are reserved as shown on the recorded plat above referred to for the installation and maintenance of utilities and drainage facilities. The utility easements shown on the recorded plat above referred to shall be for the general benefit of the said subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting, telephone lines, and gas pipe lines with the right of access thereto for the purpose of further construction, maintenance and repairs.

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Kimberly R Malone Deputy
KIMBERLY R MALONE

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14. No building or structure shall be located on any lot nearer to the front line or nearer to the side street lines than the minimum building setback line shown on the recorded plat of this subdivision. Eaves, steps and open porches shall not be considered as a part of a building, but this definition shall not permit any portion of a building including the aforesaid to encroach upon an adjoining lot, except when two or more adjacent lots are used as one building plot.

15. No building, residence, or structure of any kind shall be erected closer than ten feet to the side property lines.

16. No outhouses or other structures except garages, summer houses, and barbecue pits shall be constructed anywhere on any lot, other than on the rear fifty feet thereof, or as shown by plat.

17. No cesspools shall ever be dug, used, or maintained on any of such lots, and all toilets shall be connected with a septic tank until such time as sanitary service may be available for use in connection with said lots. The drainage of septic tanks into roads, streets, or other public ditches, either directly or indirectly, is strictly prohibited.

18. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence, or other structure, is five (5) months, and in allowing this length of time consideration is given to situations that might arise from said improvements being constructed by a purchaser in his spare time. Any failure to comply with this provision by not completing his structure within such time shall be construed a violation hereof and shall entitle any part hereto, or any party in interest to maintain an action by mandatory injunction or for damages, or for both.

19. No materials shall be stored upon any of the lots except where the same is to be used for the construction of improvements thereon, and in any event, only while operations for the construction of improvements are in progress. No trash, ashes, cinders, or other refuse shall be

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Harris County, Texas

Kimberly R. Malone Deputy

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thrown upon any vacant tract, or upon any street, or upon any reserved area in any part of said subdivision. It is provided, however, that materials which are contemplated to be used in the erection of homes or buildings, or otherwise may be stored in or on any part of any vacant property.


20. The exterior of all structures shall be of acceptable material and workmanship and shall be completely and permanently finished, and if all or any part of such exterior is of wood or of material requiring painting, then same shall be finished with at least two (2) coats of paint or stain. No residence, building, or other structure shall be deemed completed under the terms hereof until this provision has been complied with in every respect. It is further understood that no driveway or culvert from the road to any lot shall have an opening of less than eighteen inches in diameter to provide for the free drainage in and along said ditches. Grades for said culverts to be set by Harris County.

21. It is understood that by the acceptance or the execution of any contract for deed, conveyance or deed, the purchaser or grantee hereof whether a corporation, partnership, firm, or otherwise; agrees and covenants for himself, his heirs, assigns and legal representatives, that he takes said property subject to the foregoing restrictions and conditions above set out and further agrees that the same are covenants which are to run with the land, as aforesaid, and shall be binding upon him and all the parties stated during the effective period hereof. If any of said parties, their heirs, legal representatives, successors, or assigns shall violate, or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against such violators, either to prevent any violation, or to recover ~~damages~~ for the breach thereof, or for both injunction and damages, or for any other relief obtainable for such violation or attempted violation.

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Harris County, Texas


Deputy
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Notwithstanding anything to the contrary hereinabove recited the restrictions, covenants, easements, and agreements herein contained shall not in any manner whatsoever affect the property shown as ACREAGE on the aforesaid map of Timberlake Estates, Section 1, which Acreage is expressly excepted from the restrictions, covenants, easements and agreements herein contained, and which property is more particularly described by metes and bounds as follows:

A tract of land containing 12.02 acres shown as "ACREAGE" on plat of Timberlake Estates, Section 1, a Subdivision in Harris County, Texas, according to the plat thereof filed for record October 23, 1956 under County Clerk's File No. 1570700 in Harris County, Texas, which 12.02 acres is more particularly described by metes and bounds as follows:

Beginning at the most southerly corner of this tract, said corner being located north 58° 30' west a distance of 60.00 feet from the most westerly corner of Block 11, Timberlake Estates, Section 1, map of which is filed for record under Harris County Clerk's File No. 1570700, filed October 23, 1956;
Thence north 58° 30' west a distance of 527.01 feet to a point of curve;
Thence along a curve to the right, said curve having a radius of 270.00 feet, a distance of 203.42 feet to a point of tangent;
Thence north 15° 20' west a distance of 224.00 feet to a point of curve;
Thence along a curve to the left, said curve having a radius of 330.00 feet, a distance of 248.62 feet to a point of tangent;
Thence north 58° 30' west a distance of 45.00 feet to a point for a corner;
Thence north 31° 30' east a distance of 300.00 feet to a point for a corner;
Thence south 58° 30' east a distance of 540.39 feet to a point of curve;
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Thence south 30° 10' east a distance of 364.45 feet to a point of curve;
Thence along a curve to the left, said curve having a radius of 330.00 feet, a distance of 163.17 feet to a point for a corner;
Thence south 31° 30' west a distance of 370.93 feet to the place of beginning and containing 12.02 acres of land.

Theresa Carroll, individually and as independent executrix Will and of the Estate of ~~Theresa P. Carroll~~, ~~Deceased~~, and Columbia General Investment Corporation, a Texas Corporation, do hereby ratify and confirm the above restrictions, easements and agreements for all purposes, and agree that their respective first and second liens against the above described property are subordinate and inferior in all respects to the aforesaid covenants, easements, restrictions and agreements.

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

Kimberly R. Malone Deputy
KIMBERLY R. MALONE

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EXECUTED this 14 day of November, A. D. 1956.

ATTEST:
Harriette Woodson
Harriette Woodson, Secretary

TIMBERLAKE CORP.
BY: Joseph P. Fleet
Joseph P. Fleet, President



FIRST LIEBHOLDER:
Theresa Carroll
Theresa Carroll, individually and as Independent Executrix of the Will and Estate of Rufus J. Carroll, Deceased.

SECOND LIEBHOLDER:
COLUMBIA GENERAL INVESTMENT CORPORATIO
BY: J. Ed. Eisenman, III
J. Ed. Eisenman, III, President

ATTEST:
William C. Knight, Jr.
William C. Knight, Jr., Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Joseph P. Fleet, President of TIMBERLAKE CORP., a Texas Corporation, known to me to be the person 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 14 day of November, A. D. 1956.

Jack Schwab
Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Theresa Carroll, a widow, ~~and an~~ individually and as Independent Executrix of the Will and Estate of Rufus J. Carroll, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
Given under my hand and seal of office this the 14 day of November, A. D. 1956.

J. J. Selby
Theresa Carroll
Notary Public in and for
Harris County, Texas.
Commission Expires June 1, 1957

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ATTEST: SEP 19 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Kimberly R. Malone Deputy
KIMBERLY R. MALONE

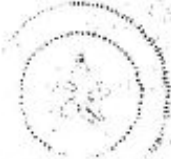
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THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared J. M. Wiseman, III, President, of COLUMBIA GENERAL INVESTMENT CORPORATION, a corporation, known to me to be the person 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 13th day of November, A. D. 1956.



Rachel M. Bailey
Notary Public in and for
Harris County, Texas.
RACHEL M. BAILEY
Notary Public, in and for Harris County, Texas
My Commission Expires June 1, 1957

Recorded	November 27, 1956	at 2:38 o'clock P.M.
Index	Nov 27 - 1956	at 2:36 o'clock P.M.
J. M. MILLER, Clerk County Court Harris County, Texas		
<i>Kimberly C. Miller</i> Deputy		

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