

TIMBERWOOD DEVELOPMENT COMPANY, herein called declarant, is the owner in fee simple of certain real property located in Bexar County, Texas, and known by official plat designation as TIMBERWOOD PARK, UNIT LX, a subdivision pursuant to a plat recorded in the Plat Records of Bexar County, Texas, in Volume 9511, pages 182 for the purposes of enhancing and protecting the usefulness of the lots or tracts constituting such Subdivision. Declarant hereby declares that all the real property described in said plat, and each part thereof, should be held, sold and conveyed only to the following easements, covenants, conditions, and restrictions, which shall constitute and covenant running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

1. All tracts shall be used solely for residential purposes, except tracts designated on the above-mentioned plat for business purposes, provided, however, no business shall be conducted on any of these tracts which is noxious or harmful by reason of odor, dust, smoke, gas fumes, noise or vibration; and provided further that the Grantor expressly reserves the right to vary the use of any property notwithstanding the restrictions embodied in this contract, should Grantor in its sole judgement deem it in the best interests of the property to grant such variances. The granting of a variance, if any, by the Grantor shall be specifically stated in both the contract of sale and the Grantor's deed conveying said tract or tracts.
2. No tract may be subdivided unless written approval is given by the Grantor, its assignees, successors or designees.
3. No building other than a conventional single-family residence containing not less than 1,800 square feet, exclusive of open porches, breezeways, carports, and garages, and having not less than 70% of its exterior ground floor walls constructed of masonry i.e. brick, rock, concrete or concrete products shall be erected or constructed on any residential tract in Timberwood Park Unit LX and a garage, attached or detached, must be erected simultaneously with erection of residence. No less than a 300 LB. per square asphalt or fiberglass shingle shall be used in any construction in Timberwood Park Unit LX. Any other type of roofing shall be approved in writing by the Grantor prior to construction. All building must be completed not later than six (6) months after laying of foundations and no structures or house trailers of any kind may be moved onto the property. Servants quarters and guest houses may be constructed to the rear of the permanent residence. All buildings must be completely enclosed from the ground level to the lower portion of outside walls so as to maintain a neat appearance and remove posts or piers from outside view.
4. No improvements shall be erected or constructed on any tract in Timberwood Park Unit LX nearer than forty (40) feet to the front property line; nor nearer than six (6) feet to the side property line except that in the case of corner tracts no improvements shall be erected or constructed within ten (10) feet of the side property line adjacent to the streets. No materials of any kind shall be placed or stored on the property unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on the property or used in any construction. In the event that materials of any kind are placed on the property which are, in the opinion of the Grantor, in violation of the above stipulation and agreement, Grantor may notify Grantee by mail of such violation and if the violation is not corrected and subject material is not removed within ten (10) days after mailing such notice, Grantee agrees that Grantor may remove said material from the property, dispose of said material and charge Grantee with removal costs, the exercise of which shall leave Grantor free of any liability to

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the Grantee.

5. No building, structure or fences shall be erected or constructed on any tract until the builder, building plans, specifications, plot plans and external design have first been approved in writing by the Grantor, or by such nominee or nominees as it may designate in writing. An approved builder must be an individual, partnership or corporation who is engaged in the business of constructing residences on a full time basis.
6. No advertising or "For Sale" signs may be erected in Timberwood Park Unit LX without written approval of Grantor. Shooting of firearms or hunting for birds or wild game of any kind on any tract is strictly prohibited.
7. No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with Paragraph 3 above and any structure or part thereof constructed of lumber shall be finished with not less than two (2) coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the Grantor and the local Department of Health. No removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc. will be permitted without the written permission of Grantor. All driveways must be constructed with concrete or asphalt substance and must be completed simultaneously with the completion of the residence.
8. An assessment of \$ \_\_\_\_\_ annually per tract owner which shall be paid semi-annually shall run against each tract in said property for the use and maintenance of parks and operating costs according to the rules and regulations of Grantor. The decision of the Grantor, its nominee or cosignee with respect to the use and expenditure of such funds shall be conclusive and the Grantee shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each tract respectively, and shall be payable to the Grantor in San Antonio, Texas on the 1st day of June and January of each year commencing 1,19, or to such other persons as Grantor may designate by instrument filed of record in the Office of the County Clerk of Bexar County, Texas. In cases where one owner owns more than one (1) tract there will be only one (1) assessment for such owner. Provided, however, that if such an owner should sell one or more of his tracts to a party who theretofore did not own property, then said tract or tracts so transferred shall thereafter be subject to the lien provided herein. Grantor shall have the option of increasing said assessment on an annual basis but in no case should assessment increase by more than 10% in any one year.
9. No noxious, offensive, unlawful or immoral use shall be made of the premises.
10. No livestock, poultry or wild animals of any kind shall be raised, bred or kept on any tract. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No kennels may be kept or maintained on any tract.
11. All covenants and restrictions shall be binding upon the Grantee or his successors, heirs or assigns. Said covenants and restrictions are for the benefit of the entire Subdivision
12. The Grantor reserves to itself, its successors and assigns, an easement or right-of-way over a six (6) foot strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone, drainage and sewage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the

purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Grantor to supply such services. Contact appropriate local utility for installation of water, telephone, butane, etc. Should a utility pipe line be installed in the rear property easement as herein reserved, Grantee agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipe line.

13. All tracts are subject to easements, liens, and restrictions of record and are subject to any applicable zoning rules and regulations. All minerals in, on or under the above described property are excepted from the Deed and hereby reserved to the Grantor.

14. That an assessment for the purpose of bringing water to each tract of \$9.50 per lineal foot of frontage along the front property line, with a minimum charge of \$950.00, a maximum charge of \$1,800.00 on any one tract, shall run against each tract and part thereof in said property. Such assessment shall be and is hereby secured by a lien on each tract respectively; and when Grantor, its successors or assigns, shall construct a water main in the street and/or easement running by said tract and water is made available to same, said assessment aforesaid shall become due and payable to Grantor, its successors or assigns, in San Antonio, Texas, at the time the water supply is made available to said property. Said assessment may be arranged on a satisfactory monthly payment basis, the unpaid amount shall be charged interest at the rate of eleven percent (11%) A.P.R. per annum. In the event the Grantee shall desire water service and has paid his water assessment, Grantor, its successors or assigns, shall furnish water service within ninety (90) days of payment or within 180 days of delivery of Deed, whichever is the earliest date. It is agreed by and between Grantor and Grantee that Grantee will not hold Grantor or water utility responsible for any acts of God, including such services and supply as may be installed.

15. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk, wrecking or auto storage yards shall be located on any tract.

16. The foregoing covenants are made and adopted to run with the land and shall be binding on the Grantee and all parties and persons claiming through and under it, Until January 1, 2000. at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then owners of the tracts in Timberwood Park has been recorded, agreeing to change said covenants, in whole or in part. These restrictions are for the benefit of the entire Subdivision and are enforceable by the property owners.

17. Invalidation of any one of these covenants or restrictions by judgement of any court shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED the 9<sup>th</sup> day of June, 1989, at San Antonio, Bexar County, Texas.

TIMBERWOOD DEVELOPMENT COMPANY

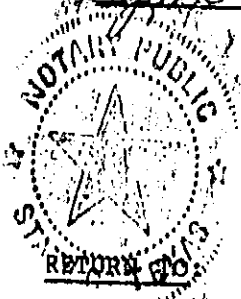
  
G.G. Gale, Jr., General Partner

THE STATE OF TEXAS

THE COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared G.G. GALE, JR., General Partner of TIMBERWOOD DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated therein, and as the act and deed of said Partnership.

GIVEN UNDER my hand and seal of office this 9<sup>th</sup> day of June, 1989.



*Janie Salazar*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
JANIE SALAZAR  
Notary Public, State Of Texas  
My Commission Expires 3-16-92

TIMBERWOOD DEVELOPMENT COMPANY  
15315 SAN PEDRO  
SAN ANTONIO, TEXAS 78232

Any provision herein which restricts the sale, rental, or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin is hereby declared unenforceable under FEDERAL LAW (42 USC 3601-3606) and the laws of the STATE OF TEXAS (ARTICLE 16, SECTION 25B). I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Bexar County, Texas on

JUN 13 1989



*Robert D. Green*  
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.  
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