

THE STATE OF TEXAS X
 : KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF REAL X

THAT I, PAUL L. BUSHONG, hereinafter called GRANTOR, being the owner of that certain 12.71 acre tract of land, more or less, being out of and a part of Survey No. 21, T W N G R Y CO, , Real County, Texas, which has heretofore been platted into that certain subdivision known as THE TIMBERS, according to the plat of said subdivision for record in the office of the County Clerk of Real County, Texas, on the 12th day of Sept , 1974, under Document File Number 17,271 and desiring to create and carry out a uniform plan for the improvement, development and sale of the lots in said THE TIMBERS, for the benefit of the present and future owners of said lots, do hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in THE TIMBERS, and each contract or deed which may be hereafter executed with regard to any of the lots in said THE TIMBERS, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the roads, lanes, walks and common green areas to the use of the present and future owners of said lots and their guests, there shall be and are hereby reserved in GRANTOR the following rights, title and easements, which reservations shall be considered a part of the land and construed as

being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of GRANTOR in the conveyance of said property or any part thereof:

1.

All oil, gas and other minerals are specifically reserved unto GRANTOR and any conveyance of all lots shall be surface only.

2.

The roads, lanes, walks and common green areas as shown on said map or plat are hereby dedicated to the use of the present and future owners of said lots and their guests.

3.

GRANTOR reserves the necessary utility easements and rights-of-way as shown on the aforesaid map of THE TIMBERS, recorded in the Real County Map Records, to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Real County, Texas, as well as for the benefit of GRANTOR and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines and water system or any other utility or service which GRANTOR may find necessary for the proper service of lots in THE TIMBERS.

4.

GRANTOR reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Real County, Texas,

or incorporated in the deed from GRANTOR conveying the site to be so restricted or subjected to such easement or right-of-way.

5.

Neither GRANTOR nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

6.

It shall be and is expressly agreed and understood that the title conveyed by GRANTOR to any lot or parcel of land in THE TIMBERS, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the electric light, electric power, or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by GRANTOR or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of THE TIMBERS and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any other party, is hereby expressly reserved in GRANTOR.

RESTRICTIONS

1.

LAND USE: No business or non-residential activity shall be conducted on any lot of THE TIMBERS.

2.

SIGNS: No sign of any kind shall be displayed, erected or maintained on any residential lot except one sign of not more than 24 inches square advertising the property for sale. GRANTOR shall have the

right to remove any such non-conforming sign, advertisement, billboard, or advertising structure which is placed on any lot and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or other torts in connection with, or arising from such removal.

3.

ANIMALS: No animals, livestock, or poultry of any kind shall be bred, raised, or kept on any lot, except small dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

4.

LEGAL USE: No premises or any part thereof shall be used for illegal or immoral purposes.

5.

TYPE OF STRUCTURE: No building or structure shall be occupied or used until the exterior thereof is completely finished. All buildings or structures shall be completed in a diligent and workmanlike manner within a period not to exceed twelve months. If in the event such building or structure is not completed within the specified period of time, an extension of time may be granted by the Architectural Committee upon submission of substantiating evidence of necessity.

6.

GARAGES AND CARPORTS shall be placed in a location that will make their appearance as invisible and unobtrusive as possible.

7.

SEPTIC TANKS: No outside toilets or septic tanks will be permitted except septic tanks in conformity with State and County Board of

Health regulations, nor can the use of outside toilets be permitted under any circumstances.

8.

DIVISION OF LOTS: No residential lot, as shown upon the plat, shall be further divided or altered except that two or more lots may be combined for a single dwelling.

9.

PLANS for approval by Architectural Committee shall consist of 2 sets of black line prints with architectural drawings that will consist of the following: site plan, floor plan, and all exterior elevations. Specifications shall detail all materials to be used.

10.

LOCATION AND SETBACKS: Location and setback of houses is subject to approval of Architectural Committee.

11.

The Architectural Committee as herein referred to shall consist of the GRANTOR herein and other members as designated by the GRANTOR and may be changed from time to time at the discretion of GRANTOR.

12.

OTHER BUILDINGS: No travel trailer, mobile home, motor home, truck body, basement, tent, shack, garage, barn or other out-buildings shall at any time be used as a residence nor shall any residence of any temporary character be permitted.

13.

TEMPORARY BUILDINGS: No temporary building shall be erected or maintained on any lot except during actual construction of a dwelling being erected thereon, and at completion of construction the temporary building must be removed immediately and no such temporary building

or construction shall be used for residential purposes during construction, and that such temporary building must be on the lot on which construction is in progress and not on adjoining lots, streets or easements.

14.

FENCES: No fences shall be erected which extend beyond the rear wall of said dwelling toward the frontline or street line of said lot.

15.

YARDS: The area of the lot shall be maintained so as to be an esthetical asset to the dwelling.

16.

MAINTENANCE OF LOTS: No owner of any lot, either vacant or improved, shall be permitted to let such lot go unmaintained, and no weeds or grass shall be permitted upon any lot in excess of 12 inches in height.

17.

CONSTRUCTION: No building shall be erected, placed or altered on any lot, property or area in this Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external and structural design and quality with existing structures in the Subdivision and as to location of the building, and a building permit has been issued by an Architectural Committee designated by THE TIMBERS.

18.

OTHER IMPROVEMENTS: No private water well or water system shall be permitted.

19.

STORAGE OF MATERIALS: No building material of any kind or character shall be stored upon any residential lot until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the road or between the road or property lines. No stumps, trees, underbrush, or any refuse of any kind, or scrap metal from the improvements being erected on any lot shall be placed on the road or any adjoining lot or easement. All such material, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such materials must be immediately removed from the property.

20.

DUMPING, GARBAGE AND TRASH DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste shall be kept except in sanitary containers. All containers for the storage or devices for disposal of such material shall be kept in a clean and sanitary condition.

21.

GARBAGE CANS: No garbage cans or refuse containers shall be placed or permitted to remain at the front of the dwelling either within the road or upon the lot. There will be bins provided in an area as designated by GRANTOR for the deposit of leaves, grass

and other native materials to allow for the creation of compost for the common use.

22.

EXTERIOR MATERIALS: Exterior materials of houses must be of a finish and color compatible with the surroundings. Wood, rock, glass and properly colored stucco are suggested. The Architectural Committee feels that color should be grayed shades or natural wood finished; anything white, for instance, would be inappropriate for the area. A blending of buildings and wooded surroundings is the desired goal. The structure is to contain at least 950 square feet of heated living area. Roofs of wood shingles or properly colored and non-reflective other materials would be acceptable.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, his successors and assigns, and all persons or parties claiming under him, for a period of twenty-five years from the date hereof, at which time they shall be automatically extended for successive periods of ten years each.

If the GRANTOR herein, or any of his successors or assigns, shall 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 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenant 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 sites in said subdivision as their interest may appear.

In the event any one, or more of these covenants, agreements, reservations, easements or restrictions shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements or restrictions, set out herein, which shall remain in full force and effect.

EXECUTED this the 12th day of November , 1974.

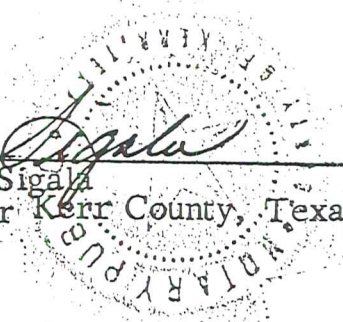
Paul L. Bushong
Paul L. Bushong

THE STATE OF TEXAS)
)
COUNTY OF KERR)

BEFORE ME, the undersigned authority, on this day personally appeared PAUL L. BUSHONG, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of November , 1974.

Nancy L. Sigala
Nancy L. Sigala
Notary Public in and for Kerr County, Texas



THE STATE OF TEXAS)
COUNTY OF REAL)

I, Lucille Bendele, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument was filed for record in my office on the 16th day of December, 1974, at 4:45 o'clock P. M., and duly recorded on the 17th day of December, 1974, at 9:30 o'clock A. M., in the Dead Records of said County in Volume 38, Pages 548-557, Inclusive, and given File No. 17,416. WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County at office in Leakey, Texas, the date and year last above written.

By: _____

Lucille Bendele
LUCILLE BENDELE, Clerk
County Court, Real County, Texas