

RESTRICTIONS COVERING

TIMBERWILDE ESTATES SUBDIVISION

Lots 1 thru 17, Block 999U
Lots 1 thru 17, Block 999T
Lots 1 thru 6, Block 999S

SMITH COUNTY CLERK
J. P. [Signature]
CLERK

REC 1893-3 PM 12:03

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

That Delta S Corporation, hereunto duly authorized, the owner of the following described land and premises, lying and being situated and being more particularly described as follows, to wit:

Being lots 1 thru 6, Block 999 S, lots 1 thru 17, Block 999 U, lots 1 thru 17, Block 999 T, in the Timberwilde Estates, an addition to the city of Tyler, Texas, and being in part of the E.B. Lockridge Survey, Abstract 599 and Part of the Robert Fletcher Survey, Abstract 359, Smith County Texas, reference to which plat and the record thereof is here made for all purposes; in order to secure the present and future owners, that said addition will be improved into a desirable residential section, inafter set out, which said persons purchasing or acquiring lots in said addition from, by, or through said Corporation, individual, and or successors:

PROTECTIVE COVENANTS

1. LAND USE AND BUILDING TYPE:
No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain upon any lot other than a single, one (1) family dwelling, not to exceed two (2) stories in height. The lots may not be re-subdivided. No old houses or other structure shall be moved onto any lot in said subdivision. Trailers, motor homes, barns, storage rooms or structures, and other structures of like character shall not be permitted on any of the said lots unless approved by the Architectural Committee. Boats may be kept in garages only if approved by the Architectural Committee.
2. DWELLING SIZE:
The heated and cooled floor area of the residences, exclusive of open porches and garages and carports shall not be less than 1300 square feet on the above lots.
3. EXTERIOR WALLS AND ROOFS:
Exposed exterior wall area, exclusive of doors, windows, and gable area, shall not be less than seventy-five percent of brick, brick veneer, stone, stone veneer, or masonry construction. Exterior wall material, exclusive of the required brick, brick veneer, or other masonry construction area, shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling. Roofs shall be constructed of composition, wood, slate, or tile. Other variations would have to be approved by the Architectural Committee.

4. BUILDING LOCATIONS:

No building shall be located on any lot nearer than (25) feet from the front line or nearer than (15) feet to any side street line. No building shall be located nearer than (6) feet to an interior lot line nor less than 28 feet from the rear lot line unless otherwise approved by the Architectural Committee.

5. GARAGES AND CARPORTS:

All garages or carports will be coordinated to go with the design of the house and they may not be nearer than (28) feet to back property line. There will be a (25) foot easement at the back side of lots 1 thru 22, block 999-U and lots 1 thru 18, block 999-T and a 20 foot easement between lots 18 and 19, block 999-T, and will be for the use of all the property owners in Timberwilde Estates Subdivision giving them the right of ingress and egress to their property from the rear. Each lot owner will be responsible for keeping their part of the easement in good repair with asphalt or better and keeping their pre-portion of their fences in good repair. Otherwise the Architectural Committee may make repairs and then send the lot owner the statement for the repairs done. The position of the garages including the garage door opening direction must be approved by the Architectural Committee. No garages or carports may face Forestwood Blvd. or Timberwilde Drive from the front of the house unless the Architectural Committee approves it in writing to the owner of said lot being built upon.

6. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot in the subdivision nor shall anything be done thereon which shall be or may become an annoyance or a nuisance to the neighborhood. Any complaints will be determined by the Architectural Committee as valid or not.

7. TEMPORARY STRUCTURES:

No structures of a temporary character, trailer, barn, tent, camper, shack, basement, or other outbuildings, including swings in front yard only, shall be used on any lot at any time as a residence, either temporarily or permanently.

8. TERM:

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date hereof, after 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 lots and recorded agreeing to change said covenants in whole or in part which may be done at any time from the first year on.

9. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any persons or person violating, or attempting to violate any covenant either to restrain violation or to recover damages. The party in error is liable for all legal and judicial expenses incurred or any other expenses incurred while correcting problem. The Architectural Committee may make any necessary repairs at owners expense in order to conform to these restrictions and be reimbursed in full including any and all expenses.

10. SEVERABILITY:

Invalidation of any one of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force.

11. LIVESTOCK AND POULTRY:

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 purposes but still subject to complaints or compliance of Number 6.

12. All FENCES must be approved by the Architectural Committee before they can be put up. Once fences are constructed they must be kept in good repair or the Architectural Committee may repair them at the owners expense.

13. SIGNS

No sign of any kind shall be displayed to the public view on any lot, including professional signs, except on sign of not more than 3 square feet advertising the property for sale or rent, and signs used by the builder and/or developer to advertise the property during the construction and sales period in said Addition. There will be a sign easement to display Timberwilde Estates on Lot 22, block 999U and Lot 22, block 999T. It will be kept in good state of repair, or the sign may be removed upon approval of the Architectural Committee.

14. GARBAGE AND REFUSE DISPOSAL:

No lot 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.

15. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee as to materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No building shall be erected, placed or altered on any lot until the construction plans and specifications have been permanently filed with the Architectural Committee.

16. MEMBERSHIP:

The Architectural Committee is composed of R.B.SHELTON, DICK SUMMERS, and JACK STRINGER. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Any two members of the Architectural Committee may act for the committee.

17. PROCEDURE:

The Architectural Committee shall have the authority to inspect the erection of each dwelling house upon these lots comprising a part of said Addition, and to require the owner and contractor to discontinue the erection of the residential dwelling house until the above requirements have been complied with, and said Architectural Committee, in so doing, shall not be guilty of any trespass, tort, or interference with the terms or performance of any contract according to the law of the State of Texas.

18. TRANSPORT VEHICLES:

Trucks and buses with tonnage in excess of 3/4 ton and campers, boats, or motor homes shall not be permitted to park in subdivision unless approved by Architectural Committee. No vehicle of any size which normally transports inflammable or explosive cargo may be kept in this subdivision at any time.

19. EASEMENTS:

Easements and rights of way are hereby reserved as shown or described on the recorded plat of the Subdivision. Also in an easement reserved for ingress and egress of all the lot owners.

20. CONTINUITY OF CONSTRUCTION:

All structures commenced in the Subdivision shall be prosecuted diligently to completion and shall be completed within twelve months of commencement unless some exception is granted by the Architectural Committee.

20. SALE OF LOT:

Upon the sale of any lot construction must begin within twelve months of the sales date or the developer of the Subdivision, Delta S Corporation, may re-purchase the lot or lots for the original sales price excluding any interest or other remuneration paid by the purchaser. This is binding upon the purchaser, his heirs, successors, or anyone having an interest in the lot or lots purchased from Delta S Corporation. The repurchase of the lot or lots will be left to the discretion of the Architectural Committee.

EXECUTED at Tyler, Texas, Smith County, this 24th day of June, 1981.

BY: R.B. Shelton
R.B.SHELTON- President
of Delta S Corporation

Corporation Acknowledgment

THE STATE OF TEXAS *
COUNTY OF SMITH *

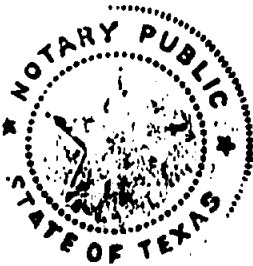
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R.B. Shelton, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of June A.D. 1981

Dolores Lewis
.....
Notary Public in and for Smith County, Texas

By, Deputy



STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the date and time stated herein by me and was duly recorded in the volume and page of the record records of Smith County, Texas as stated herein by me.



AUG 6 1981

MARY MORRIS
Mary Morris

FILED
MARY MORRIS
COUNTY CLERK

1982 NOV 24 AM 11:43

SMITH COUNTY, TEXAS
[Signature]
DEPUTY

RESTRICTIONS COVERING

TIMBERWILDE ESTATES SUBDIVISION

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

That Delta S Corporation, hereunto duly authorized, the owner of the following described land and premises, lying and being situated and being more particularly described as follows, to-wit:

Being lots 1 thru 6, Block 999S, Lots 1 thru 22, Block 999 U, Lots 1 thru 22, Block 999 T, all in the Timberwilde Estates Subdivision, and addition to the city of Tyler, Texas, and being a part of the E.B. Lockridge Survey, Abstract 599 and part of the Robert Fletcher Survey, Abstract 359, Smith County Texas, reference to which plat and the record thereof is here made for all purposes; in order to secure the present and future owners, that said Addition will be improved into a desirable section, inafter set out, which said covenants shall run with the land and shall be binding upon all persons purchasing or acquiring lots in said Addition from, by, or through said Corporation and successors:

PROTECTIVE COVENANTS

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain upon any lot other than a single, one (1) family dwelling, not to exceed two (2) stories in height. No old houses or other structure shall be moved onto any lot in said subdivision. Trailers, motor homes, barns, storage rooms or structures, and other structures of like character shall not be permitted on any of the said lots unless approved by the Architectural Committee. Boats may be kept in garages or spaces provided at side of garage only.

2. DWELLING SIZE:

The heated and cooled floor area of the residences, exclusive of open porches and garages and carports shall not be less than 1200 square feet.

3. EXTERIOR WALLS AND ROOFS:

Exposed exterior wall area, exclusive of doors, windows, and gable area, shall not be less than seventy-five (75%) per cent of brick, brick veneer, stone, stone veneer, or masonry construction. Exterior wall material, exclusive of the required brick, brick veneer, or other masonry construction area, shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling. Roofs shall be constructed of composition, wood, slate or tile. Other variations would have to be approved by the Architectural Committee. If a majority of the houses end up with one type roof the Architectural Committee may require the other homes to have the same color style.

4. BUILDING LOCATIONS:

No building shall be located on any lot nearer than 25 feet from the front line or nearer than (15) feet to any side street line. No building shall be located nearer than (6) feet to an interior lot line nor less than (25) feet from rear lot line unless otherwise approved by the Architectural Committee.

5. GARAGES AND CARPORTS:

All garages or carports will be coordinated to go with the design of the house and they may not be nearer than (25) feet to back property line. There will be a (25) foot alley easement for all property owners of Lots 1 thru 22, Block 999 U and Lots 1 thru 19, Block 999 T, and the alley will continue between Lot 18 and 19, Block 999 T, as shown on recorded Timberwilde Estates Subdivision Plat. There will be no garages facing Timberwilde or Forestwood Blvd.

6. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot in the subdivision nor shall anything be done thereon which shall be or may become an annoyance or a nuisance to the neighborhood. Any complaints will be determined by the Architectural Committee as valid or not.

7. TEMPORARY STRUCTURES:

No structures of a temporary character, trailer, barn, tent, camper, shack, basement or other outbuildings, shall be used on any lot at any time as a residence, either temporarily or permanently.

8. TERM:

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the said owners of the lots has been recorded agreeing to any change in said covenants in whole or in part which may be done at any time after the first 20 year period. Otherwise 85% of the said owners at any time including the first 20 year term may vote and put into writing any desired changes as long as the changes are legal within the City of Tyler.

9. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any persons or person violating, or attempting to violate any covenant either to restrain violation or to recover damages. The party in error is liable for all legal and judicial expenses incurred or any other expenses or conditions incurred. The Architectural Control Committee may make any necessary repairs at owners expenses in order to conform to these plat restrictions and be reimbursed in full including court costs, attorney fees and all other expenses incurred.

12. FENCES:

All fences must be approved by the Architectural Control Committee before they can be put up. Once fences are constructed, they must be kept in good repair or the Architectural Control Committee may repair them at the owners expense.

13. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, including professional signs, except on sign of rent or sale, and signs used by the builder and/or developer to advertise the property during the construction and sales period in said Addition. None of these signs may be more than three feet square. There will be a sign easement to display Timberwilde Estates on Lot 22, Block 999 U and Lot 22, Block 999 T.

14. GARBAGE AND REFUSE DISPOSAL:

No lot 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.

15. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a

plan showing the location of the structure have been approved by the Architectural Control Committee as to materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No building shall be erected, placed or altered on any lot until the construction plans and specifications have been permanently filed with the Architectural Control Committee.

16. MEMBERSHIP:

The Architectural Control Committee or Architectural Committee is one and the same thing. It shall have a membership composed of R.B. Shelton, Jack Stringer, and Dick Summers. A Majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Any two members of the Architectural Control Committee may act for the committee.

17. PROCEDURE:

The Architectural Control Committee shall have the authority to inspect the erection of each dwelling house upon these lots comprising a part of said Addition, and to require the owner and contractor to discontinue the erection of a residential dwelling house until the above requirements have been complied with, and said Architectural Control Committee, in so doing, shall not be guilty of any trespass, tort, or interference with the terms or performance of any contract according to the law of the State of Texas.

18. TRANSPORT VEHICLES:

Trucks and buses with tonnage in excess of 3/4 ton and campers, boats, or motor homes shall not be permitted to park in subdivision unless approved by the Architectural Committee. No vehicle of any size which normally transports inflammable or explosive cargo may be kept in this subdivision at any time. The home owners should use their garages for parking overnight except for occasional overnight use in front of their homes... this is to be judged by the Architectural Committee.

19. EASEMENTS:

Easements and right of way are hereby reserved as shown or described on the recorded plat of the Subdivision. Also there is an easement reserved for ingress-egress of all the lot owners using the rear alley as shown on recorded plat.

20. CONTINUITY OF CONSTRUCTION:

All structures commenced in the Subdivision shall be prosecuted diligently to completion and shall be completed within twelve months of commencement unless some exception is granted by Architectural Committee.

21. SUBDIVISION COMMITTEE:

If the city does not maintain the public median and streets properly then the owners may form a non profit Subdivision Committee and talk to the city or ask the said land owners of the Subdivision to make voluntary payments in form of membership dues in order to maintain said land.

EXECUTED at Tyler, Texas, Smith County, this 7th day of January, 1981.

By R.B. Shelton
R.B. Shelton
President of Delta S. Corporation



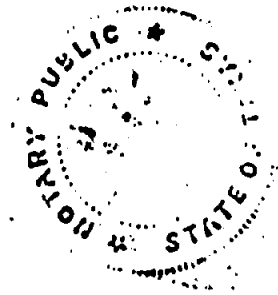
THE STATE OF TEXAS :

COUNTY OF SMITH :

BEFORE ME, the undersigned authority, on this day personally appeared R.B. SHELTON, President of Delta S 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of November, 1982.

[Signature]
Notary Public In and for Smith County, Texas



STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Smith County, Texas.



NOV 29 1982

MARY MORRIS
COUNTY CLERK, Smith County, Texas
[Signature]

Ret. to:
R. B. Shelton
214 E. 5th
Tyler, TX 75701