

Partial Exerts from CC&R's (2016)

ARTICLE II

ARTICLE III USE RESTRICTIONS

Section 3.1 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Tract other than one dwelling unit per each Tract to be used for residential purposes. All dwellings, detached garages, workshops, and out buildings must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The term "dwelling" does not include single or double wide manufactured homes, and said manufactured homes are not permitted within the Subdivision. All **new** constructed dwellings on lots numbered 57R through 87R must have at least 3200 square feet of living area, on lots numbered 1R through 56R and lots 88R thru 96R inclusive, must have at least 2500 square feet of living area, excluding porches, and a minimum of a two car garage which may be detached. The improvements must be built with new construction material with exteriors being 95% masonry, examples (brick or stone), glass or natural wood products (i.e. no aluminum or asbestos siding and no plywood) and natural wood products shall not exceed 5% of such 95%. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said tracts, and to prohibit the use of said tracts for duplex houses, condominiums, townhouses, or apartment houses. All tracts shall be for residential purposes and all homes must be site constructed. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within six (6) months from the commencement date.

The following provisions shall apply to all construction:

- (a) **Masonry.** Fiber/cement product such as Hardie Board shall not be considered Masonry, but can be used as fascia or trim material between the walls and the edge of the roof. **The decision of the Architectural Control Committee as to what materials constitute masonry shall be binding.**
- (b) **Roofing.** Roofing must be composition or metal which mimics composition shingle. No tile, cedar shake or tin roofs are allowed.
- (c) **Out buildings, or detached garages,** All out buildings or detached garages must be of similar construction to the primary residence. Similar means same rock/brick percentages and colors, including like roof pitches. Pergolas, gazebos, outdoor kitchens and like structures are to be constructed of Natural Wood or masonry products.
- (d) **Swimming Pools.** Swimming Pools must be in-ground only, must have a secure fence and plans must be approved by the architectural control committee in advance. For approval of swimming pool plans, the pool area must be completely enclosed by fence of not less than

4 feet in height with a lockable gate. The retaining wall on the water front properties is considered a contained side and does not require a separate fence on the wall. No aboveground pools are allowed.

Section 3.2 Composite Building Site. Any Owner of one or more adjoining Tracts (or portions there) may, with the prior written approval of the Architectural Control Committee and Hood County, consolidate such Tracts or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the Tract lines as indicated to the Plat.

Section 3.3 Location of the Improvements upon the Tract. The setback requirements shall be as follows: (1) Front: The minimum distance from the front building line - 25 feet; (2) Side Yard: The minimum distance from the side building line to the property line - 7 feet; (3) Rear Yard - 20 feet. (4) Height Regulations: The maximum height shall be two and one-half stories, but not to exceed forty feet per dwelling. Height limit for any accessory building shall be twenty-five feet. All dwellings must be connected to the sewer system provided by the Municipal Utility District (MUD) and will be subject to use and tap fees established by the MUD, and all such dwellings must be served with water and electricity. No water well may be drilled within the Subdivision.

Section 3.4 Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out building shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently.

Section 3.5 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be no closer to the street property lines than the front line of the house or 25 feet from the property line of a bordering street. A maximum Height of any fence shall not exceed six (6) and must be constructed of wood, masonry, vinyl material, or decorative wrought iron. No wire or chain-link fencing is allowed. Additionally, all lots whose rear property line connects in whole or in part to Lake Granbury shall have (1) no solid fence of any type within thirty (30) feet of the lake; (2) must be wrought iron (or similar) or masonry and/or both and (3) must be open and decorative in nature. All Lots with rear property lines abutting Montego Bay, Lakes of Timber Cove or Port Ridglea East, may have a privacy fence with a maximum fence height of eight (8) feet along such rear property line. An easement is reserved in favor of The Association for the placement and maintenance of a decorative fence along the rear of Lots 18, 19, and 20 and the side of Lot 1. No other fences may be erected other than this decorative fence in the rear of the above described lots which act as cross-fences between the side lot lines unless approved by the Architectural Control Committee.

Section 3.6 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any tract which is not related to single family residential purposes, unless said activity meets the following criteria: No Owner, Resident or Member shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any lot or within any residence which would: (a) attract automobile, vehicular or pedestrian traffic to the Lot; (b) involve lights, sounds, smells, visual effects, pollution and the like which would adversely

affect the peace and tranquility of any one or more of the Residents within the Subdivision. The traffic restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. The discharge or use of firearms is expressly prohibited. The use of outdoor **intrusive** lighting is expressly prohibited. The Board of Directors of the Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.7 Garbage and Trash Disposal. Garbage and trash or other debris accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Tract in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Tract, cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration. Payment for the charges shall be payable on the first day of the next calendar month. **Owners of occupied residences must maintain regular trash pickup service. To limit commercial vehicles on neighborhood roads, Owners are encouraged to use trash service recommended by Association.**

Section 3.8 Vehicles. All vehicles operating on Roads within Timber Cove must be street legal with current registration and license. The only exceptions are golf carts and side-by-side. **Driving any motorized vehicle, including golf carts and side-by-side on Roads within Timber Cove without a valid motor vehicle driver's license is prohibited.** With the exception of golf carts and side-by-sides, only licensed and street legal vehicles can be parked in view of the street. No lot shall be used as a depository for abandoned or junk motor vehicles. This includes all non-operative vehicles. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept or allowed to remain on any lot. Boats, boat trailers, RVs and travel trailers may be stored on lots after the residence is constructed, however, they must be stored in the side yard and not behind the house on waterfront tracts and must be parked no closer than the front line of the house to the street. On all other tracts, boats, boat trailers, RVs and travel trailers must be stored in the side or back yard and must be parked no closer than the front line of the house to the street.

Section 3.9 Signs. No signs, advertisement, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee except one (1) professionally made sign not more than twenty-four (24) inches by twenty-four (24) inches, advertising an Owner's Tract for sale or rent, and one (1) professionally made sign, not more than twelve (12) inches wide by twenty-four (24) inches long identifying the tract owner's name or names. All other signs are prohibited. The Association or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Tract in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal. **This provision does not apply to political**

signs to the extent specifically authorized by state law [Texas Property Code Section 202.009(a)].

Section 3.10 Garages. Every residence shall have and maintain a garage attached to the residence large enough to accommodate under roof a minimum of two (2), but not more than three (3) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Control Committee. All garages in the Subdivision will be constructed with the entrance into the garage and the garage doors facing and parallel with the side lot lines of the Tract or facing and parallel with the rear lot lines unless prior permission is obtained in writing from the Architectural Control Committee. Each Owner, member or resident shall refrain from performing repairs or maintenance to any vehicle outside of the garage or visible from the street. Vehicles shall not be parked on any non-paved portion of any Lot.

Section 3.11 Retaining Walls. Retaining Walls of any kind including those along the waterfront, must be approved prior to construction by the Architectural Control Committee and shall be only constructed from masonry (ie.) **rock, brick or stone.**

Section 3.12 Boat Dock. Because the channel has been dredged to approximately fifty (50) feet from retainer walls in order to allow for large boats to navigate the channel, no boat docks shall exceed twenty four (24) feet out into the lake from the shore line. Boat docks over twenty four (24) feet shall run parallel with the shore line. All boat docks must be approved by the (BRA) Brazos River Authorized and the Architectural Control Committee. Floating Boat docks are not allowed.

Section 3.13 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Tract. Dogs, cats, or other common household pets may be kept on a Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area, and the containment area must be approved by the Architectural Control Committee. Dogs will not be permitted to run loose in the subdivision and must be vaccinated for rabies in accordance to state law. (Invisible fences are not deemed as confinement of a dog.) Pet owners or guest must not allow animal solid waste to be the left on Timber Cove common areas or roadways or other members property. Pet owners should take measures to ensure their dogs are not a nuisance with excessive barking, (excessive defined as the majority of the day, most nights, etc.) or offensive odors from their yards.

Section 3.14 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

Section 3.15 Drainage. Natural established drainage patterns of streets, tracts or roadway ditches, or designated drainage ditches and creeks will not be impaired by any person or persons. Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without

backing water up into ditch or diverting flow. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or its agent and Hood County and must be installed prior to any construction on the Tract. All driveways must be constructed in accordance with standard detail adopted by the Architectural Control Committee.

Property Owner or Resident cannot redirect or cause to be redirected the natural water flow to a neighboring lot except for the development planned drainage.

Section 3.16 Duty of Maintenance. Owners and occupants (including lessees) of any Tract shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Tract so owned or occupied, including improvements and grounds in connection therewith, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- (a) Prompt removal of all litter, trash, refuse and waste
- (b) Lawn mowing; lots and lawns should be mowed on a regular basis and kept in a manicured state, ie., **lots with residences** no longer than six (6) inches and **unimproved** lots no longer than nine (9) inches
- (c) Tree and shrub pruning
- (d) Watering
- (e) Keeping exterior lighting and mechanical facilities in working order
- (f) Keeping lawn and garden areas alive and attractive; with reasonable weed control.
- (g) Keeping driveways in good repair
- (h) Complying with all government health and policy requirements
- (i) Repair of exterior damage to improvements, including fencing and retaining walls
- (j) Eliminate standing water and any mosquito breeding environment
- (k) Keep all drainage easements on or across an owner's property free from obstruction that might hinder the flow of drainage water

Section 3.17 Enforcement. If, in the opinion of the Board of Directors or the Committee any such Owner or occupant (including lessees) has failed to comply with any of the foregoing restrictions or has failed in any of the foregoing duties or responsibilities, then the Committee shall deliver to such Owner or occupant (including lessees) written notice of such failure. Such Owner or occupant (including lessees) must within ten (10) days; five (5) days with any landscaping issues; from and after delivery of such notice, comply with the restrictions and/or perform the care and maintenance required. Should any such Owner or occupant (including lessees) fail to fulfill this duty and responsibility within such period, then the Association's Board of Directors for their designated agents are hereby authorized to enter onto the premises and correct such violations and perform such care and maintenance as necessary without any liability for damages for wrongful entry, trespass, or otherwise to any person. The Owners and occupants (including lessees) of any Tract on which such work is performed shall promptly reimburse the Association for such cost. If such Owner or occupant(including lessees) shall fail to Reimburse the Association within thirty (30) days from and after delivery by the Board of Directors of an invoice setting the costs incurred by the Association for such work, then said indebtedness shall be a debt of the Owner and Occupant (including lessees) jointly and severally. **To the extent the foregoing provision is**

inconsistent with the enforcement provisions of the Texas Property Code (specifically, Chapter 209), the Association will follow all statutory requirements.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

Section 4.1 Basic Control.

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof, with the exception of landscaping, (excluding, painting or staining as long as the original or similar color is maintained). any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Tract in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Architectural Control Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action.

(b) Each application made to the Committee under Section 4.2 below, shall be sent to all committee members of the architectural control committee, **including** sets of plans and specifications for all proposed construction (initial or alteration) to be done on such Tract, including plot plans showing location on the tract as well as a water drainage plan.

Section 4.2 Architectural Control.

(a) The authority to grant or withhold architectural control approval as referred to above is vested in the Architectural Control Committee, the members of the Architectural Control Committee shall be selected by the Board of Directors of the Association and must have a Board of Directors liaison. The term "Committee," as used in this Declaration, shall mean Architectural Control Committee selected by the Board of Directors of the Association.

(b) The Board of Directors of the Association shall select three (3) individuals to serve as members of the Architectural Control Committee. Each member of the Committee selected by the Board of Directors must be an Owner.

Section 4.3 Effect of Inaction. Approval or Disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submissions final required plans and documents such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof. The thirty (30) days referred to above is applicable after all modifications or revisions have been submitted to the Architectural on Control Committee. All application approvals will expire if no action has been initiated within 60 days.

Section 4.4 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

Section 4.5 Variance. It is the responsibility of the entity requesting approval to identify to the Committee any known variations to these restrictions. The Committee may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Committee when circumstances such as topography, natural obstructions, Tract configuration, Tract size, hardship, aesthetic or environmental considerations may require a variance. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance effect in any way the Owner's obligation to comply with all governmental laws and Hood County regulations affecting the property concerned and the Plat. **A variance to the Restrictions may not be granted by inaction of the Committee under Section 4.3.**

