



**Villages Homeowners' Association, Inc.**  
18271 Singingwood Lane Flint, TX 75762 903-534-9060

# **VHOA DECLARATION OF RESTRICTIONS and COVENANTS**

**NOTE: The following DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS is presented in its present April 6, 1970 form; however, since then, the Texas Property Code, Title 11 has been revised, and those requirements became effective Jan.1, 2012. Accordingly, the VHOA has issued various documents required by those revisions of Texas Law, which are listed on the VHOA website [www.vhoaoffice.com](http://www.vhoaoffice.com)**

The web-resource of those requirements are the following:

**CHAPTER 207. DISCLOSURE OF INFORMATION BY PROPERTY OWNERS'  
ASSOCIATIONS**

<http://www.statutes.legis.state.tx.us/SOTWDocs/PR/htm/PR.207.htm>

**CHAPTER 209. TEXAS RESIDENTIAL PROPERTY OWNERS PROTECTION ACT**

<http://www.statutes.legis.state.tx.us/SOTWDocs/PR/htm/PR.209.htm>

**HB 1821 Notice of Restrictions and Payment Plans**

<http://www.capitol.state.tx.us/tlodocs/82R/billtext/html/HB01821F.htm>

**HB 2761 Records and Open Meetings**

<http://www.legis.state.tx.us/tlodocs/82R/billtext/html/HB02761S.htm>

**Also, the following Clarifications and guidelines are in effect and are available at the VHOA office and on the VHOA webpage, and where they apply, a [#] is annotated in this text of this DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS:**

- [1] Clarifications of Art.VI and By-Laws (ACC)**
- [2] Clarification of Art.VIII, Sect.2 (Residences)**
- [3] Clarification of Art.VIII, Sect.16 (Billboards and Signs)**
- [4] Clarification of R&Cs and By-Laws (Records, Membership, Fines)**
- [5] Clarifications of Art.VIII (Storage/location of items)**
- [6] Clarification of Standard Construction Fees**
- [7] ACC Guidelines for Fences and Walls (R&Cs, Art.VIII, Sect.12,17)**
- [8] ACC Guidelines for Structures – to aid inquiries about sheds, etc.**

(Board adopted this format 11-20-2012)

## **SPECIAL NOTICE**

As authorized by the deed Declaration of Restrictions, Covenants, and Conditions and the Bylaws of the Association (Article IX, Section 1, paragraph D), the Board of Directors has approved clarifications, interpretations, policies, guidelines, and rules for members and residents. Although Article III, Section 1 and 2 permits more than one person to own a lot, **VHOA use of COMMON PROPERTIES is restricted to one Membership Card per lot.**

### **Adopted December 18, 1978 PARKING**

Article IV Section 4 Parking Rights- Added: **Parking of automobiles, trucks, trailers and etc. on the streets of The Villages. Due to the design and narrow width of the streets - temporary parking only is permitted. Overnight parking is prohibited.**

### **Adopted November 14, 1990**

Article VIII, Section 2 Building Size- Added: **Relative to heated and cooled square feet of construction, does not include a garage or workshop for the purpose of meeting the square feet requirement of the home constructed.** Also see Clarification [2].

### **Excerpted from regulations adopted May 28, 1992 MOTOR BIKES AND ATV'S**

1. "MOTOR BIKE OR ATV" as used herein refers to any two or more wheeled licensed or unlicensed motorized vehicle, including go-carts, scooters, and golf carts.
2. Gasoline powered motor bikes and atv's must be equipped with an unmodified street legal muffler and adequate spark arrestor exhaust system.
3. A 20 MPH speed limit must be observed
4. Motor bikes and atv's shall not be operated on any roads between the hours on 10 PM and 6 AM, except in emergencies, and the Villages Security must be notified.
5. Motor bikes and atv's are prohibited in the following areas: North Beach Park, Administration Building and Activities Center area, Marina and Marina Service area. Note: May be driven to and from and parked in the parking lots of these areas.
6. Under no circumstances may motor bikes or atv's be ridden across private property.
7. Chasing or otherwise harassing wild or domestic animals is prohibited.
8. No nuisance or hazardous riding on any roads is permitted.
9. Motor bikes and ATV's are prohibited in the residential areas except for going to or from designated riding areas, i.e. Villages South designated area or for transportation to and from work. Electric golf carts and scooters are accepted.

### Clarifications of Restrictive Covenants adopted October 22, 1997

Section 1 Land Use- Added: **No in-home commercial business is authorized.**

Section 6 Animals- Added: **Pets should be on the owners property, on a leash if off the property, or under the direct control of the owner.**

Section 7 Sanitation and Unsightly Objects- Added: **No dumping of tree limbs, leaves, etc. shall be permitted on empty lots or common areas.**

Section Unused Vehicles- Added: **After proper notification by the VHOA Board, should no action be taken to correct the violation, legal assistance will be employed to correct the violation. Any charge by a court of law and VHOA legal expenses will be charged to the homeowner for payment.**

### Clarification of Restrictive Covenants adopted August 25, 1998

Section 9- Unused Vehicles- re-titled "**Used or Unused Vehicles**". Added: **No vehicles may be stored or parked on any lot or on any street for the purpose of selling the vehicle. Abandoned vehicles will be towed away at the lot owner's expense.**

### Animal Control Policy adopted June 12, 2007

**PURPOSE:** In addition to the deed restrictions dealing with animals, there is a need to restrain dogs from roaming on VHOA properties. They present a nuisance to residents, guests, children, and pets and most importantly a clear danger of physical attack. Loose unsupervised dogs are also in danger of being injured, poisoned, infected, or killed by wildlife or traffic. In the absence of state or county regulation, the VHOA Board has deemed this policy as necessary.

**POLICY:** It shall be the policy of the VHOA Board to require that all dogs be fenced (physical or electronic) or restrained on the owner's property when unsupervised. When supervised, they must be under control by leash, shock collar, voice command, or other device. Owners may exercise their dogs outside or take walks with them as long as the owner is certain of the control of the animal. Anyone who feeds a stray dog is deemed the owner.

**ENFORCEMENT:** Upon receiving the first complaint, the Board will notify the owner of the need to immediately control their dog and the consequences of not complying. Upon receiving a second complaint, VHOA will notify the owner that we will capture the animal and deliver it to Humane Society of Smith County. All costs of capture and Humane Society fees will be assessed to the owner. In the case that the Board can not identify the owner, we will capture and deliver the animal after the first complaint.

**ALL TERRAIN VEHICLE POLICY (Revised)**  
**Adopted February 12, 2008**

1. “ATV” as used herein refers to any two or more wheeled unlicensed motorized vehicle used for recreation, including go-carts, scooters, dirt bikes and golf carts.
2. ATV’s must be equipped with an adequate muffler and adequate park arrestor exhaust system.
3. All posted speed limit signs must be observed.
4. ATV’s shall not be operated on any road after dark unless equipped with head and tail lights and then not after 10pm, except in emergencies and Villages Security must be notified.
5. Chasing and otherwise harassing wild or domestic animals is prohibited.
6. Nuisance or hazardous riding is not permitted on any roads.
7. **Under no circumstances may any ATV be ridden across private property or in greenbelts. If ATV is ridden across private property or greenbelt, property owner will be liable for damages in accordance with the Declaration of Covenants and Restrictions as stated below.**

ARTICLE VII Exterior Maintenance Section 1. Assessment for Damage to Common Properties states “In the event that the need for maintenance or repair upon the Common Properties is caused through the willful or negligent act of any Owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment for which such Lot is subject.”

ARTICLE VIII Section 10. Nuisances states “No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon or any condition permitted to exist thereon which may be or become an annoyance, nuisance, or hazard to the health of the neighborhood.”

### Clarifications of Restrictive Covenants Adopted September 19, 2017

Article VII, Section 1, Exterior Maintenance, Added: **“No construction, landscaping or accumulations of debris may impede water flow in a drainage ditch; property owners shall provide a 12” diameter culvert pipe in all their crossings where ditches are present.”**

Article VIII, Section 7, Sanitation and Unsightly Objects, adopted October 22, 1997, Appended to read: “No dumping of tree limbs, leaves, etc. shall be permitted onto empty lots, common areas **or drainage ditches**”.

### Clarification of Restrictive Covenants Adopted November 21, 2017

Article VIII, Section 7, Sanitation and Unsightly Objects, Added: **“Debris like small tree limbs, leaves, etc. may be burned provided 1) a county burn-ban is not in effect, 2) the size of fire is reasonable and safe considering the surrounding area, 3) smoke will not be objectionable to neighbors, 4) the fire must be continually attended, 5) there is an available and adequate source of water, and 6) no fires are allowed to burn after sunset. Any violation of these burn-requirements will be immediately referred to the local Fire Marshal for compliance and remedy.”**

## THE VILLAGES HOMEOWNERS’ ASSOCIATION, INC.

### DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS:

Timberlake Village Unit 1, Dated April 6, 1970. Filed April 27, 1970. Recorded Volume 1333, Pages 651-666, and the AMENDMENT files on April 11, 1994 and Recorded Volume 3501, Pages 554-557, Deed Records Smith County, Texas.

All provisions of this document are in effect for the following Villages comprising The Villages in addition to the individual Amendment of RESTRICTIONS, COVENANTS AND CONDITIONS filed for each Village.

<b>VILLAGE</b>	<b>SMITH COUNTY DEED RECORD</b>
Timberlake Village Unit 1	Vol. 1333/651-666
Timberlake Village Unit 2	Vol. 1371/429-431
Timberlake Village Unit 3	Vol. 1371/432-434
Lookout Village Unit 1	Vol. 1377/74
Clearlake Village Unit 1	Vol. 1444/26
Clearlake Village Unit 3	Vol. 1502/486
Highland Lake Village Unit 1	Vol. 1444/23
Wildlakes Village Unit 1	Vol. 13/4/54-57
Meadowlake Village Unit 1	Vol. 1408/924
Meadowlake Village Unit 2	Vol. 1418/694-696

(Annotated 10-16-2012 in red, without revision to text in the present document)

**AMENDED AND RESTATED**  
**DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS**  
**THE VILLAGES HOMEOWNERS' ASSOCIATION, INC.**

**THE STATE OF TEXAS )**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF SMITH )**

This Declaration made this the 6th day of April, 1970 by BRUCE PLUNKETT, hereinafter called "Developer".

**WITNESSETH**

WHEREAS, Developer is the owner of the real property in Smith County, Texas, described in Article II, Section 1 of this Declaration and desires to create thereon a residential community with permanent parks, streets, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, streets, playgrounds, nature trails, open spaces and other common facilities, and to this end desires to subject the real property described in Article II, Section 1, together with such additions as may hereafter be made thereto (as provided in Article II, Section 2) to the covenants, restrictions, conditions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, restrictions and conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Texas, as a nonprofit corporation, The Villages Homeowners' Association for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer declares that the real property described in Article II, Section 1 and such additions thereto as may hereinafter be made pursuant to Article II, Section 2, hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, charges, and liens (sometimes referred to herein as “restrictions, covenants and conditions”) hereinafter set forth.

## ARTICLE I

### Definitions

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless otherwise indicated) shall have the following meanings:

- a. “The Association” shall mean and refer to The Villages Homeowners’ Association, Inc., its successors and assigns.
- b. “The Properties” shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- c. “Common Properties” shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the members of the Association.
- d. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Properties, with the exception of Common Properties as herein defined.
- e. “Living Unit” shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- f. “Multi-family structure” shall mean and refer to any building containing two or more units under one roof, except when each such living unit is situated upon its own individual lot.
- g. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit which is part of The Properties, including purchasers under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- h. “Member” shall mean and refer to every person or entity who holds membership in the Association.

## ARTICLE II

### Properties Subject to This Declaration: Additions Thereto

Section 1. Existing Property – The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Smith County, Texas, and is more particularly described as follows:

Timberlake Village, Unit No. 1, according to plat thereof of record in Vol. 6, page 45, Plat Records of Smith County, Texas,

all of which property shall hereafter be referred to as “Existing Property”.

Section 2. Additions to Existing Property – Additional lands may become subject to this Declaration in the following manner:

- a. Additions in accordance with Developer’s plan. The Developer, his heirs, successors, and assigns, (hereinafter referred to as Developer) shall have the right to bring within the scheme of this Declaration additional properties in future stages of development of that tract of land located in Smith County, Texas, and more particularly described as follows:

All that certain tract or parcel of land, a part of the Jackson Smith Survey, Abstract No. 874, and the Warrick Ferguson Survey, Abstract No. 8, Smith County, Texas, and being a part of that certain tract conveyed to Roy M. Mitchell and L.M. Ford by Mrs. Rivvie Stamps on February 24, 1951, and recorded in Volume 670, Page 209 of the Deed Records of Smith County, Texas, and being more completely described in two (2) tracts as follows, to-wit:

#### TRACT 1

BEGINNING at a 2’ Iron Pipe for corner, from which a 14” Hickory bears North 74.00 Feet and a Hickory stump bears South 51 degrees 30 minutes East 13.4 feet, said corner being the Northeast corner of the above mentioned tract, also being in the East line of the said Smith Survey and the West line of the Thomas Quevado Seven League Grant, Abstract No. 18;

THENCE South 00 degrees 7 minutes East, with the East line of the above mentioned tract, the East line of the Smith Survey, and the West line of the Quevado League, a distance of 2171.31 feet to a ¾” Iron Rod for corner, from which a 14” Twin Post Oak bears North 84 degrees 30 minutes East 20.4 feet, and a 12” Elm bears South 9 degrees 30 minutes West 30.8 feet;

**(Note: descriptions of Tract 1, 2 have not been verified for the retyping of this text.)**

THENCE South 00 degrees 06 minutes West, continuing with the East line of the said tract, the East line of the Smith Survey, the East line of the Ferguson Survey, and the West line of the Quevado League, a distance of 4260.25 feet to a 7/8" Iron Rod for corner, being the Southeast corner of the above mentioned tract;

THENCE South 89 degrees 04 minutes West, with the South line of the above mentioned tract, a distance of 1799.38 feet to a point for corner in the East line of a certain tract conveyed to the Upper Neches River Municipal Water Authority;

THENCE with the East line of the said tract as follows, North 39 degrees 13 minutes East 210.40 feet, North 80 degrees 11 minutes West 123.60 feet, South 69 degrees 34 minutes West 100.20 feet, North 40 degrees 52 minutes West 95.70 feet, North 32 degrees 59 minutes East 118.00 feet, North 51 degrees 15 minutes West 169.00 feet, North 37 degrees 25 minutes West 133.40 feet, North 60 degrees 48 minutes West 303.00 feet, North 64 degrees 03 minutes West 218.00 feet, North 72 degrees 54 minutes West 189.00 feet, North 53 degrees 37 minutes West 122.50 feet, North 12 degrees 52 minutes West 109.30 feet, North 1 degree 02 minutes West 127.50 feet, North 25 degrees 46 minutes East 181.10 feet, North 28 degrees 52 minutes East 170.8 feet, North 31 degrees 03 minutes East 152.90 feet, North 26 degrees 09 minutes East 155.20 feet, North 42 degrees 57 minutes East 285.40 feet, North 54 degrees 25 minutes East 118.90 feet, North 42 degrees 59 minutes East 141.30 feet, North 52 degrees 30 minutes East 130.90 feet, North 49 degrees 46 minutes East 146.90 feet, North 49 degrees 07 minutes East 156.40 feet, North 8 degrees 06 minutes East 125.80 feet, North 30 degrees 26 minutes East 97.90 feet, North 45 degrees 06 minutes East 148.00 feet, North 15 degrees 52 minutes East 93.70 feet, North 44 degrees 31 minutes West 269.6 feet, North 89 degrees 56 minutes West 147.30 feet, South 28 degrees 06 minutes West 150.60 feet, South 25 degrees 52 minutes West 142.80 feet, South 13 degrees 12 minutes West 158.60 feet, South 22 degrees 55 minutes West 117.00 feet, South 51 degrees 32 minutes West 247.70 feet, South 55 degrees 07 minutes West 336.50 feet, South 40 degrees 16 minutes West 150.70 feet, South 31 degrees 08 minutes West 138.50 feet, South 43 degrees 34 minutes West 132.80 feet, South 19 degrees 22 minutes West 95.10 feet, South 73 degrees 49 minutes West 102.90 feet, North 36 degrees 43 minutes West 125.90 feet, North 86 degrees 26 minutes West 95.70 feet, South 21 degrees 36 minutes East 142.10 feet, South 3 degrees 20 minutes East 114.70 feet, South 14 degrees 23 minutes West 131.80 feet, South 28 degrees 32 minutes West 135.60 feet, South 39 degrees 50 minutes West 169.10 feet, North 70 degrees 08 minutes West 182.70 feet, North 68 degrees 40 minutes West 322.70 feet, North 69 degrees 36 minutes West 379.00 feet, North 46 degrees 39 minutes West 437.30 feet, North 30 degrees 30 minutes East 136.50 feet, North 32 degrees 01 minutes East 197.8 feet, North 16 degrees 54 minutes East 280.2 feet, North 9 degrees 42 minutes East 232.70 feet, North 6 degrees 40 minutes West 195.90 feet, North 35 degrees 12 minutes West 305.40 feet, North 29 degrees 20 minutes West 268.50 feet, North 6 degrees 28 minutes West 242.20 feet, North 4 degrees 43 minutes West 285.40 feet, North 5 degrees 37 minutes West 285.00 feet, North 12 degrees 18 minutes West 222.40 feet, North 43 degrees 09 minutes East 93.60 feet, South 41 degrees 34 minutes East 159.50 feet, North 29 degrees 28 minutes East 121.70 feet, North 53 degrees 01 minutes West 154.50 feet, North 77 degrees 01 minutes West 229.90 feet, North 36 degrees 19

minutes West 161.40 feet, North 31 degrees 31 minutes West 222.30 feet, North 65 degrees 16 minutes West 198.00 feet, North 74 degrees 55 minutes West 202.10 feet, North 61 degrees 19 minutes West 178.72 feet, North 53 degrees 51 minutes West 90.19 feet, North 1 degree 50 minutes West 183.30 feet, North 23 degrees 29 minutes East 157.00 feet, North 19 degrees 23 minutes East 153.40 feet, North 36 degrees 07 minutes East 115.40 feet, North 89 degrees 24 minutes East 123.10 feet, North 244 degrees 02 minutes West 106.40 feet, North 22 degrees 35 minutes West 101.60 feet, North 5 degrees 06 minutes East 241.60 feet, North 59 degrees 58 minutes East 220.70 feet, North 78 degrees 17 minutes East 260.80 feet, North 74 degrees 01 minutes East 158.70 feet, South 85 degrees 07 minutes East 257.80 feet, North 89 degrees 36 minutes East 125.80 feet, South 74 degrees 00 minutes East 102.00 feet, South 1 degree 28 minutes West 89.10 feet, North 79 degrees 57 minutes East 101.60 feet, North 18 degrees 02 minutes East 111.8 feet, North 56 degrees 29 minutes East 203.8 feet, and North 62 degrees 11 minutes East 182.7 feet to a ½” Iron Rod for corner, being in the North line of the above mentioned tract conveyed to Roy M. Mitchell and L.M. Ford by Mrs. Rivvie Stamps;

THENCE North 89 degrees 14 minutes East, with the North line of the said tract, a distance of 3857.95 feet to the place of beginning, containing 609.124 acres of land, of which 8.021 acres are within a County Road.

TRACT 2:

BEGINNING at a ½” Iron Rod for corner, being in the South line of the above mentioned tract conveyed to Roy M. Mitchell and L.M. Ford by Mrs. Rivvie Stamps on February 24, 1951, and recorded in Volume 670, Page 209 of the Deed Records of Smith County, Texas, said place of beginning bears South 89 degrees 04 minutes West 2199.47 feet from the Southeast corner of the said tract;

THENCE South 89 degrees 4 minutes West, with the South line of the said tract, a distance of 616.62 feet to a ½” Iron Rod for corner, being in the East line of a certain tract conveyed to the Upper Neches River Municipal Authority;

THENCE in an Easterly direction, with the said tract as follows, North 25 degrees 38 minutes East 178.16 feet, North 72 degrees 45 minutes East 101.10 feet, South 87 degrees 54 minutes East 118.50 feet, North 60 degrees 56 minutes East 107.90 feet, South 69 degrees 18 minutes East 116.10 feet, South 19 degrees 24 minutes East 101.00 feet, and South 43 degrees 37 minutes East 127.59 feet to the place of beginning, containing 2.206 acres of land.

Unless otherwise expressly provided, Developer shall not be bound to make additions or to adhere at any particular plan in subsequent development.

- b. Other additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its bylaws, the owner of any property who desires to add it to

the scheme of this Declaration may file of record a Supplementary Declaration of Covenants, Restrictions, and Conditions as hereinafter described.

- c. Mergers. Upon a merger or consolidation of the Association with another association as provided in its bylaws, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, restrictions and conditions established by this Declaration within the existing property, together with the covenants, restrictions and conditions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, restrictions, and conditions established by this Declaration within the Existing Property, except as hereinafter provided.
- d. Procedures. Any additions authorized under this Section shall be made by filing of record a Supplementary Declaration of Restrictions, Covenants and Conditions with respect to the additional property, which shall extend the scheme of restrictions, covenants and conditions of this Declaration to such property. Such Supplementary Declaration shall contain such complementary additions and modifications of the restrictions, covenants and conditions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

### ARTICLE III

#### Membership and Voting Rights in The Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association, including purchasers under contract from Director, shall be a member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquires any such fee interest shall be deemed to have accepted membership and assumed all obligations thereof.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those Owners as defined herein, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among

themselves determine, but in no event shall more than one vote be cast with respect to any Lot, except herein otherwise provided with respect to Multi-family structures.

Class B. The Developer shall be the sole Class B member. The Class B member shall be entitled to seven hundred fifty (750) votes. The Class B membership shall cease and terminate on December 31, 1982.

On and after the 31<sup>st</sup> day of December, 1982, the Class B member shall be deemed to be a Class A member, with the voting rights as herein provided for Class A members.

For the purpose of determining the votes allowed under this section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated, shall not be counted.

## ARTICLE IV

### Property Rights in Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the terms, conditions and provisions of Section 3 hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the By-laws of the Association, his right and easement of enjoyment to members of his family, his guests, his tenants, or contract purchasers who reside on the property.

Section 2. Title to Common Properties. Developer may retain the legal title to the Common Properties until such time as improvements have been completed thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer covenants, for himself, his heirs, successors and assigns, that the Common Properties shall be conveyed to the Association not later than the 31<sup>st</sup> day of December, 1982.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgages said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as condition to continued enjoyment by the Members and, if necessary, to open enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- c. The right of the Association, as provided in its By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, or any part of them; and
- e. The right of individual Members to exclusive use of parking spaces as provided in Section 4 hereof; and
- f. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast 66-2/3 percent of the votes of each class of membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance thereof; and
- g. The right of the Association to limit the numbers of guests of members.

Section 4. Parking Rights. The Association may, if it deems it to be in the best interests of the Members, maintain upon the Common Properties at least one parking space conveniently located with respect to each Living Unit for the exclusive use of the members residing therein, their families and guests; provided, however, that nothing herein shall be construed as creating any obligation of Developer to construct or maintain such parking space. The use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto. The right to the exclusive use of such parking space and to its designation and maintenance by the Association shall be appurtenant to and shall pass with the title to each Living Unit.

## ARTICLE V

### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Living Unit owned by him within the Properties, hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) monthly assessments of charges, (2) special

assessments for capital improvements, and (3) **see Clarification [4]**, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. **see Clarification [4]**, The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and, in particular, for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Monthly Assessments. Monthly assessments shall begin with the first day of the month following completion of Stage 3 of the dam on Lake Palestine, and the initial maximum monthly assessment shall be \$12.00 per Lot, and the monthly assessment to each Living Unit in any multi-family structure shall be no less than one-third (1/3) of the monthly assessment paid by a single family dwelling Lot Owner.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any month at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 66-2/3 percent of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Monthly Assessments. From and after January 1 of the year immediately following the commencement of monthly assessments, the maximum monthly assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

From and after January 1 of the year immediately following the commencement of assessments, the maximum monthly assessment may be increased above that established by the Consumer Price Index formula by a vote of the Members, provided that any such change shall have the approval of two-thirds (2/3) of the Members of each class of Members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall have been sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its By-laws and under the provision of this Declaration.

Section 6. Quorum for any Action under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 shall be as follows:

a. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast 75 percent of all the votes of each class of membership shall constitute a quorum.

b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Date of Assessments. The monthly assessments provided for herein shall become due and payable on the 1<sup>st</sup> day of each month after the commencement date hereinabove set out and the due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment; Personal Obligations of Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the property which shall bind such property in the hands of the then Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his or her property.

Section 10. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article I, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.
- d. All unimproved lots owned by Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

## ARTICLE VI

### Architectural Control

**see Clarifications [1],[6],[7],[8]** No trees shall be removed except by utility companies as required in furnishing of utility services, and no building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event the Committee fails to approve or disapprove any such detail, design, plan, specification or location within thirty (30) days after submission to it, or in any event if no suit to enjoin has been commenced prior to completion thereof, approval will not be required and this article will be deemed to have been fully complied with.

## ARTICLE VII

### Exterior Maintenance

Section 1. Assessment for Damage to Common Properties. In the event that the need for maintenance or repair upon the Common Properties is caused through the willful or negligent act of any Owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot or Living Unit is subject. **see Clarification adopted September 19, 2017.**

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may, after notice to Owner as hereinafter provided, provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V hereof as follows: clear, mow, and maintain lots; trim trees, shrubs, hedges and lawns, and paint, repair, replace and care for roofs, and other exterior improvements.

Section 3. Notice to Owner. Prior to the performance of exterior maintenance by the Association upon any Lot or Living Unit as hereinabove provided in Section 2 hereof, the Association shall give to such Owner notice in writing of the need for such maintenance and of intention of the Association to perform such maintenance if Owner should fail to perform it within ten (10) days of the receipt of such notice.

Section 4. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Lot or Living Unit is subject under Article V hereof, and as part of such monthly assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 5. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at all reasonable times for the purpose of performing such exterior maintenance.

## ARTICLE VIII

### Restrictive Covenants

Each of the specifically numbered Lots shown upon any recorded subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

Section 1. Land Use. **(replaced by Amendment filed April 11, 1994, Document 12645, Vol.3501, Pgs.554~556 and shown as follows):** No lot in Timberlake Village, Unit No. 1 shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site and driveway for construction, and any additional cutting of trees shall be done only upon approval of the Architectural Control Committee.

Section 2. Building Size. No building shall be erected on any Lots in Timberlake Village Unit No. 1 other than one single-family dwelling or cottage. The floor area (that enclosed for heating and/or air conditioning) of any house shall be not less than the following:

- a. Lots 4 & 5 - 2,500 sq. ft.
- b. Lots 1 & 2 - 2,250 sq. ft.
- c. ~~Lots 3, 6, 36, 37, 56, 57 & 70~~ - ~~1,700 sq. ft.~~
- d. ~~Lots 7-35, 38-55, & 58-69~~ - ~~1,500 sq. ft.~~

**Note: this Section 2 is outdated. Refer to Clarification [2], and the July 17, 2007 Amendment following this document.**

Section 3. Lot Size and Subdivision. No subdivision or re-subdivision of any Lot or combination of Lots in Timberlake Village Unit No. 1 shall be permitted except upon prior approval of the Architectural Control Committee.

Section 4. Roofs. In the construction of all buildings, wood shingles, or the equivalent, shall be used on all roofs unless approved by the Architectural Control Committee.

Section 5. Temporary Residences; Facilities. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at

any time as a residence, either temporarily or permanently, and no used structure of any sort shall be moved onto any Lot. Any garage shall be constructed at the same time as, or subsequent to, the construction of the house it is intended to serve. All improvements (with the exception of multi-family, commercial or other non-residential construction) shall be completed within six (6) months from beginning of construction. No outhouses shall be permitted on any part of the property. All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of the state and local health authorities, and no outside or surface toilets shall be permitted under any circumstances. ~~Minimum requirements for the construction of septic tanks and lateral lines for permanent residential improvements are: (1) five hundred (500) gallon septic tank, (2) ninety (90) gallon grease trap, and (3) two hundred fifty (250) feet of 1 foot by 4 inch tile pipe laid in the center of 1 foot of washed gravel (or slag) covered with tar paper in a trench 12 inches wide by 24 inches deep.~~ Facilities used in connection with any sales or construction operations shall be subject to the approval of the Architectural Control Committee.

**Note: All residential wastewater systems must be designed by a sanitation engineer certified by the State of Texas.**

Section 6. Animals. No residential lot shall be used for the purpose of keeping, breeding or raising any animals for commercial purposes, or as a place for keeping horses, mules, cattle or other animals or poultry; provided, however, that the occupants of each residence may keep the usual and customary domestic or household pets. No commercial cat or dog kennel shall be permitted.

Section 7. Sanitation and unsightly objects. **see Clarifications adopted October 22, 1997, September 19, 2017 and November 21, 2017.** All Lots shall be kept clean and free of trash, rubbish, garbage, debris, or other unsightly objects or materials at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition inside garages, behind decorative fencing, or otherwise hidden from view from the street. The Architectural Control Committee shall have the right to direct entry upon any Lot for the removal of refuse piles or other unsightly objects or materials at the expense of the Owner, and any such entry shall not be deemed a trespass.

Section 8. Garage Storage. Any garage being used for storage shall be kept closed at all times except when in immediate use for ingress or egress.

Section 9. Unused Vehicles. No unused automobiles or vehicles of any kind, except as hereinafter provided, shall be stored or parked on any Lot, except in a closed garage, or on any residential street. "Unused vehicle" shall be defined as any vehicle which has not been operated for a period of one week or longer.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon or any condition permitted to exist thereon which may be or become an annoyance, nuisance, or hazard to the health of the neighborhood.

Section 11. Driveways. No private residence driveway shall be permitted on or from Big Eddy Road.

Section 12. Easements. Easements for the installation, operation and maintenance of fences **see Guidelines [7]** utilities and drainage facilities are reserved as shown on the recorded plat and on, over and under a strip of ground ~~six (6) feet wide~~ along each side lot line and rear lot line, and the right of entry for such purposes is expressly reserved.

**Note: this Section 12 is outdated. Refer to the July 17, 2007 Amendment following this document.**

Section 13. Re-Sale. **This Section was removed by an Amendment dated September 2, 1992. It is on file at the Smith County, Texas courthouse in Volume 3271, Pages 687-693.**

Section 14. Firearms. Use of firearms on the premises is prohibited except in areas that may be designated for such purpose by Developer or the Association.

Section 15. Shoreline Easement. The shoreline easement shown on the recorded plat is hereby designated and dedicated for the benefit, use and enjoyment of all Owners and Members.

Section 16. Billboards and Signs. **see Clarification [3]** No billboards, signboards, or advertising displays of any kind shall be installed, maintained or permitted to remain on any residential lot, except that one sign containing not more than five (5) square feet of surface area may be displayed for the sale or rent of a dwelling house and lot; provided, however, that in the case of new construction, such sign shall be displayed only after the construction of the dwelling house has actually begun. No such sign for the sale of unimproved lots shall be permitted.

Section 17. Fences or Walls. **see Guidelines [7]** No more than thirty (30) percent of the total area of any Lot shall be enclosed by any fence or by any wall or shrub used for or serving the purpose of a fence except with the approval of the Architectural Control Committee.

Section 18. Sight Line Obstructions. No hedge, shrub, or tree planting which obstructs sight lines and elevations between two (2) and six (6) feet above the ground shall be placed or permitted to remain outside the enclosed area of any Lot. In addition, no hedge, shrub or tree planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a

rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 19. Boats and Trailers. **see Clarification [5]** No boats, trailer, mobile home, camper, boat trailer or similar wheeled vehicles shall be stored (except temporarily) nearer to the street than the front of the Living Unit situated thereon.

Section 20. House Trailers, etc. **(reworded by Amendment filed April 11, 1994, Document 12645, Vol.3501, Pgs.554~556 and shown as follows):** No house trailer, motor home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any street or Lot except on such lot that has a dwelling unit on it and in a closed garage or other enclosure that has been approved by the Architectural Control Committee.  
**see Clarification [5].**

Section 21. Commercial Vehicles. No commercial-type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any residential street except while engaged in delivery to or transport from a residence. For the purposes of this covenant, a  $\frac{3}{4}$ -ton or smaller vehicle (commonly known as a pick-up truck) shall not be deemed to be a commercial vehicle or truck.

Section 22. Outside Lines, Antennas and Smaller Structures. Outside clothes lines, aerials, antennas, carports, patio covers, free-standing basketball boards and other similar structures shall not be allowed unless approved by the Architectural Control Committee. In the event a cable television or like system becomes available, the Board of Directors shall have the power and authority, upon recommendation of the Architectural Control Committee, to prohibit all outside antennas or aerials.

Section 23. Temporary Office. Notwithstanding anything to the contrary contained herein, Developer reserves unto himself, his heirs, successors and assigns, and his or their designated agent or agents, the right to use any unsold lot or lots for temporary office location, for storage and use of construction equipment and materials and to place a sign or signs on any unsold lot in the Properties.

## ARTICLE IX

### General Provisions

Section 1. Duration. **(replaced by Amendment filed April 11, 1994, Document 12645, Vol.3501, Pgs.554~556 and shown as follows):** The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term

of twenty-five (25) years from the date the original Declaration was recorded, April 27, 1970, after which time said covenants shall be automatically extended for successive periods of two (2) years unless an instrument signed by the then Owners of 51% of the lots or living units voted in an election called for this purpose has been recorded, agreeing to change said restrictions, covenants and conditions. A tabulation of all votes including mail-in votes shall determine the outcome; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Except as specifically set forth hereinabove, all terms and conditions of the Restrictions shall remain in full force and effect.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. **see Clarification [4]**, Enforcement of these restrictions, covenants and conditions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such restrictions, covenants or conditions, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these restrictions, covenants or conditions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**See Clarification [2] for clarifications to the following Amendment 1.**

**AMENDMENT TO  
 DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS  
 OF  
 TIMBERLAKE SUBDIVISION UNITS 1, 2, AND 3  
 CLEAR LAKE SUBDIVISION UNITS 1, 2, AND 3  
 HIGHLAND LAKE SUBDIVISION UNIT 1  
 LOOKOUT SUBDIVISION UNIT 1  
 MEADOWLAKE SUBDIVISION UNIT 1 AND 2  
 WILDLAKES SUBDIVISION UNIT 1**

STATE OF TEXAS  
 COUNTY OF SMITH

That Members of the Villages Homeowners Association, Inc., PO Box 765, 18270 Singingwood Lane, Flint TX 75762 ("VHOA"), a Texas Corporation, in a vote recorded in Board minutes on July 17, 2007 hereby amend the minimum building size restrictions and setbacks of the Declaration of Restrictions, Covenants, and Conditions, recorded in Smith County Deed Records as follows:

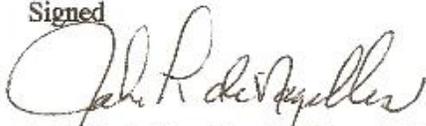
**Amendment 1:** amended restrictions

Timberlake, unit 1 Vol. 1333, page 651	
Lots 3,6,36,37,56,57, & 70	1800 sq. ft.
Lots 7-35, 38-55, & 58-59	1800 sq. ft.
Timberlake, unit 2 Vol. 1371, page 429	1800 sq. ft.
Timberlake, unit 3 Vol. 1371, page 432	1800 sq. ft.
Lookout, unit 1 Vol. 1377, page 74	
Lots 1,2,3,4,5,61	1900 sq. ft.
Lots 6-58,60,62-67	1800 sq. ft.
Meadowlake, unit 1 Vol. 1408, page 924	1800 sq. ft.
Meadowlake, unit 2 Vol. 1418, page 694	1650 sq. ft.
Clearlake, unit 1 Vol. 1444, page 26	1800 sq. ft.
Clearlake, unit 2 Vol. 1502, page 489	1800 sq. ft.
Clearlake, unit 3 Vol. 1502, page 486	1800 sq. ft.
Highland Lake, unit 1 Vol. 1444, page 23	2600 sq. ft.
Wildlakes, unit 1 Vol. 1394, page 54	1800 sq. ft.

**Amendment 2:** added restrictions

In all subdivisions named herein, the minimum setback for dwelling or building construction is 10 feet from any property line and 25 feet from any roadway.

Signed



John L. de Noyelles, President-VHOA Board