



Subject Property

RESTRICTED
CURVE "B"
1582 S.F.
3873 AC.

50' EXON PIPELINE ESM

PL. 585 PG. 319 REAL PROPERTY RECORDS OF GRIMES CO.

20' FRONT
20' REAR
7' SIDE

CORNER LOT 151 SIDE

**RESTRICTIONS, COVENANTS, CONDITIONS AND MAINTENANCE CHARGE
RELATING TO AUSTIANA HILLS, SECTION ONE, SUBDIVISION**

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GRIMES X

THAT, Betty Burlin and Glenn Fuqua, owners of Austiana Hills Subdivision, City of Navasota, Grimes County, Texas, being a subdivision of 16.82383 acres of land out of the Jesse B. McNeely Survey Abstract No. 44, and the Daniel Arnold Survey, Abstract No. 2, do hereby adopt the following plan and plat creating a subdivision of 16.82383 acres, said plat having been prepared by The Andrews/Phoenix Group, Inc., which subdivision is to be known as Austiana Hills Subdivision and does hereby dedicate the same and does hereby further dedicate to the use of the public the streets and easements shown thereon, in the city limits of Navasota, Texas.

In dedicating this subdivision the following restrictions, covenants, conditions and protective covenants shall be applicable to all the lots in said subdivision:

I.

The necessary utility easements, drainage easements and rights-of-way as shown on the aforesaid plat are reserved for the use and benefit of any public or private utility operating in Grimes County, Texas as well as for the benefit of the owners of the subdivision and the individual property owners in the subdivision to allow for the construction, maintenance, and operation of a system or systems of electric light and power, telephone, gas, water, sewer, storm drainage or any other utility or service which owners of the subdivision may find necessary for the property service of the lots in the subdivision. Owners of the subdivision reserve the right to impose further restrictions and dedicate additional easements and roadway rights-of-way to be dedicated either by instruments in writing, duly recorded in the office of the County Clerk of Grimes County, Texas, or incorporated in the deed from owners conveying the site to be so restricted or subjected to such easement or right-of-way.

II.

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

III.

It shall be and is expressly understood and agreed that the title conveyed by the owners of the subdivision to any lot or parcel of land in said subdivision by contract, deed, or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer,

electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by owner of the subdivision of public or private utilities companies through, along, or upon the herein dedicated easements, premises, or any part thereof the serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any other party, is hereby expressly reserved by the owners of the subdivision.

IV

No building or structures, including, but not by way of limitation, fences, barbecue pits, garages, and or carports, air conditioning towers, and swimming pools or any addition thereto, or any alterations thereof (specifically as to location, architectural design and construction materials) shall be erected, renovated, or reconstructed, placed or suffered to remain upon said premises until the Committee referred to below shall have approved in writing the architect's color scheme, which plans and specifications must accurately specify the size, lot location, in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said building and structures, and the location of same with respect to the lot line, building set back lines, and the outside color scheme to be used on any improvements to be erected. For the benefit of all lot owners in this subdivision, decisions, of the Architectural Committee hereinbelow set up concerning such approval shall be final and conclusive. A true copy of all such plans and specifications and details shall be lodged permanently with the Committee and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications; provided, however, the Committee must give its disapproval of such plans and specifications in writing within fifteen (15) days after submission of same or its approval shall be implied.

V.

No building shall be located nearer to the lot lines, except in the case of consolidation of two lots as set out in the following paragraph, than the building set back lines shown on the recorded plat. No building shall be located any closer to the front line of any lot than the building line indicated for that lot on the filing plat. If any two or more lots or fractions thereof are consolidated into one building site, in conformity with the provisions of the following paragraph, the building set back restrictions shall be deemed to apply to such resultant building site as if it were one (1) original lot.

VI.

Any person owning two (2) or more adjoining lots in this subdivision may consolidate such lots into one (1) building site with the privilege of placing or construction of improvements, as permitted in the following paragraph.

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VII.

All main residence buildings constructed in the subdivision shall contain a living area of not less than one thousand four hundred (1,400) square feet, exclusive of open or screened porches, terraces, drives, carports, or garages. The exterior, walls, of all main residence buildings shall be at least 51% brick, brick veneer, stone, stone veneer, concrete, or other masonry type construction, but the Committee hereinafter provided for shall have the power to waive the masonry requirements so as to allow the erection of a residence of redwood panel, cedar panel or other acceptable wood panel.

VIII.

All lots or building sites in the subdivision shall be used for single family residential or church purposes only and no structure shall be altered, placed, erected or permitted to remain on any lot or building site, except one (1) single family residence and a private garage or other outbuilding which may contain living quarters only for bona fide servants or Church related facilities. Said lots shall not be used for business purposes of any kind nor for any commercial or manufacturing purposes, nor for sand or gravel mining, producing or processing, nor for apartment house purposes.

IX.

No house trailer, trailer home, mobile home, tent, shack, or other temporary structure shall ever be erected or placed on said lot or lots; and no house trailer, trailer home, mobile home, barn, stable, tent or detached garage shall be used as a residence, either temporarily or permanently, on said lot or lots, nor shall any structure of a temporary nature be used at any time as a residence on said lot or lots, and no building covered with iron, tin, tar paper, or canvas as the exterior finish shall be placed, erected, or permitted to remain on said lot or lots.

X.

No nuisance shall ever be erected or suffered to remain upon any lot or building site in the subdivision, provided, however, that the Committee hereinafter provided for shall be the sole and exclusive Judge as to what constitutes a nuisance.

XI.

No cattle, sheep, goats, hogs, horses, rabbits, poultry, chickens, or any other type of animal may be raised or bred on any part of the subdivision. Dogs, cats, or other

household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

XII.

No trash, garbage, putrescible matter, or debris of any kind shall be dumped or permitted to accumulate on any lot or building site in the subdivision, nor may any of such materials be burned on the premises thereof except in an incinerator designed for the purpose and approved by the Committee hereafter provided for.

XIII.

Each owner of a lot or building site in the subdivision binds and obligates himself, through the purchase of such lot or building site, to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation, and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any owner of a lot or building site in the subdivision should, in the opinion of the Committee hereinafter provided for, shall fail to maintain his lot in a neat and attractive manner, said Committee shall notify such owner in writing of any objectionable or detrimental conditions existing on such lot and request such owner to eliminate same. In the event any such owner shall fail to eliminate any objectionable or unattractive conditions existing on such owner's lot with fifteen (15) days after receipt of written notice from the Committee specifying such objectionable and/or detrimental conditions, then in such event, the Committee is authorized to eliminate such conditions and charge the cost of same to such lot owner, and any such expense incurred by the Committee in such event shall be and become a lien against the lot or building site.

XIV.

No sign, advertisement, billboards, or advertising structure of any kind may be erected, or maintained, on any lot without the written consent of the Committee hereinafter created. Members of the Committee shall have the right to remove any sign, advertisement, or billboard or advertising structure, which is placed on any lot without consent of the Committee, and in so doing shall not be liable, and are hereby expressly relieved from any such liability, for trespass or other tort in connection with, or arising from such removal.

XV.

No drilling, oil development operations, oil refining, as recycling, quarrying of gravel or sand, mining, producing or processing operations of any kind shall be permitted on

any lot in the subdivision, nor shall oil wells, gas well, tanks, tunnels, mineral excavation, or shafts be permitted upon any residential lot; and no derrick or other structure designed for use in drilling or boring for oil or gas shall be erected, maintained or permitted on any lot.

XVI.

No building material of any kind or character shall be placed or stored upon any building site until the construction or improvements is commenced thereon, and then all such material shall be placed within the property line of the building site upon which the improvements are to be erected.

XVII.

All of the hereinabove restrictions and covenants and those hereinstated below shall by proper instrument duly executed and recorded in the map records of Grimes County, Texas, be declared to be covenants running with the land, and shall be fully binding upon all persons acquiring said lots or building sites or any portion thereof in said subdivision or any interest therein, whether by descent, devise, gift, purchase, or otherwise, any person accepting title to said lots or building sites or any part thereof shall thereby agree and covenant to abide by and fully perform such restrictions and covenants. Such restrictions and covenants shall run with the land and shall be binding upon all parties claiming title to said lots or building sites or any part thereof for a period of twenty-five (25) years; at the end of such period, such restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless by a majority vote of a two-thirds (2/3rds) majority of the then record owners of the surface of said lots or building sites or any part thereof, each separate lot or building site having one (1) vote, taken prior to the expiration of said twenty-five year period, and filed for record in Grimes County, Texas, it is agreed to amend or release the same.

VIII.

Such restrictions and covenants shall provide that if any person or persons violate or attempt to violate any or such restrictions and covenants it shall be lawful for any person or persons then owning the surface of any said lots or building sites or any part thereof to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violation; and in any such proceedings filed in any Court having jurisdiction of the same, the person or persons who are authorized to file and prosecute such proceedings shall,

if successful in such proceedings, be entitled to recover reasonable attorney's fees and Court costs incurred in such proceedings from the person or persons violating or attempting to violate any such restrictions or covenants.

XIX.

Architectural control Committee (Committee): No residential or commercial 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 Committee as to the quality of workmanship and materials, harmony with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The Committee is composed of two members, whose names and address are:

Betty Burlin - Navasota, Texas
Glenn Fuqua - Navasota, Texas

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. The Committee's approval or disapproval as required herein shall be in writing.

If the Committee, or its designated representatives, fail to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and related covenants shall be deemed to have been fully satisfied.

Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. It is further agreed that the then record owners of a majority of the lots in said subdivision shall select a committee of three to act as the Architectural Control Committee fifteen years after the date hereof in lieu of the present Committee.

DATED this the _____ day of _____, 20____.

BETTY BURLIN _____

GLENN FUQUA _____