

193/223

R E S T R I C T I O N S

Tonkawa Hills Subdivision
Burleson County, Texas

1. LAND, USE AND BUILDING TYPE:

No lot shall be used for any purpose except for residential purposes, EXCEPT for Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, BLOCK A, which is RESERVED.

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, BLOCK K, which is RESERVED.

Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, BLOCK F, which is RESERVED.

Lot 1, BLOCK A, Lots 1 and 2 BLOCK B, Lots 1 and 16, BLOCK C, Lots 1 and 24, BLOCK D, Lots 1 and 32, BLOCK E, Lot 112, BLOCK A, which are RESERVED.

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars.

All boat house and dock plans must be submitted to the Corps of Engineers for approval as to construction and design.

2. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location 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 setback line, unless similarly approved. The Architectural Control Committee is composed of three members whose names and addresses are: J. Mit Lee, Bryan, Texas; Alton R. Fairchilds, Bryan, Texas; and W.F. Sturgin, Bryan, 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 of the Committee shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee or its designated representative fails to give written approval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

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An area will be designated and set aside for Mobile homes and House trailers that meet the approval of the Architectural Control Committee and in no instance will Mobile Homes and House Trailers be allowed to locate on the premises without meeting the requirements and regulations pertaining thereto.

3. BUILDING LOCATION:

No building shall be located on any lot nearer to the front lot line than 25 feet or nearer to the side street line than 10 feet. No building shall be located nearer than 10 feet to any interior lot line, except garages located 75 feet or more from the front property line. The minimum side distance on garages located 75 feet or more from the front property line shall be 5 feet. No dwelling shall be located on any lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, steps and open porches shall be considered as part of the building; however, eaves and overhanging roofs having no support from the ground level shall not be considered for the purposes of establishing the set back lines.

4. EASEMENTS:

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Said easements are also reserved as drainage easements.

5. SEWAGE DISPOSAL:

No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies. No septic tank or other means of sewage disposal may be installed or used unless approved by the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks into road, street, alley or public ditches, either directly or indirectly, is strictly prohibited.

6. NUISANCES:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent and one sign by the builder or contractor to advertise the property during the construction and sales period. It is specifically intended by this provision that no other commercial signs of any kind can be displayed, and only one each by the real estate company and the builder or contractor.

8. LIVESTOCK AND POULTRY:

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

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9. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. TERMS:

The restrictions herein set forth are in personam, and are entirely with the discretion of the Architectural Control Committee provided for in Paragraph 2 hereof, which Committee may at any time change, alter, modify or discontinue the same of any part thereof without notice to or consent of the owner or owners of any portion of said subdivision.

11. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation thereof or to recover damages for breach thereof.

12. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

Witness my hand this 20th day of September, 1971.

Resort and Recreational Properties
Company

By: [Signature]

THE STATE OF TEXAS,
COUNTY OF BRAZOS

in and for said County, Texas, on this day personally appeared
Alton R. Fairchild

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th day of September, 1971

(L.S.)

[Signature] Janice Moseley
Notary Public, Brazos County, Texas

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DEDICATION

YEGUA HILLS DEVELOPMENT CORPORATION, OWNER OF THE LANDS SHOWN AND DESCRIBED ON THE ATTACHED PLAT, HAVING A PORTION OF THE JAMES CRAFT SURVEY IN BURLESON COUNTY, TEXAS, HAS CAUSED LANDS TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN ON THE ATTACHED PLAT, WHICH IS TO BE HEREOFORTH KNOWN AS "TONKAWA HILLS SUBDIVISION". IT IS DECLARED THAT ALL OF THE STREETS SHOWN ON SAID PLAT ARE DEDICATED, AND SAID ARE HEREBY DEDICATED TO THE PUBLIC HEREBY TO BE USED AS STREETS, AND THAT REASONABLE AND NECESSARY EASEMENTS FOR ALL PUBLIC UTILITIES ARE SET OUT BY THE OWNERS AND RIGHT TO CONTROL THE ORIGINAL DESIGN AND TYPE OF SAID STREETS ARE HEREBY RETAINED BY OWNER FURTHER, THE ATTACHED RESTRICTIONS ARE INCORPORATED IN THIS DEDICATION.

ATTEST:

James H. Hill
SECRETARY

J. C. Culpeper
PRESIDENT

CORPORATION ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF BURLESON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. C. CULPEPER, PRESIDENT OF YEGUA HILLS DEVELOPMENT CORPORATION OF BURMAN, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID YEGUA HILLS DEVELOPMENT CORPORATION OF BURMAN, A CORPORATION, AND THAT HE EXECUTED THE SAME AS SUCH CORPORATION FOR THE PURPOSE AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF February, 1967.

Orville Shaw
NOTARY PUBLIC IN AND FOR
BURLESON COUNTY, TEXAS



SURVEYOR'S CERTIFICATE

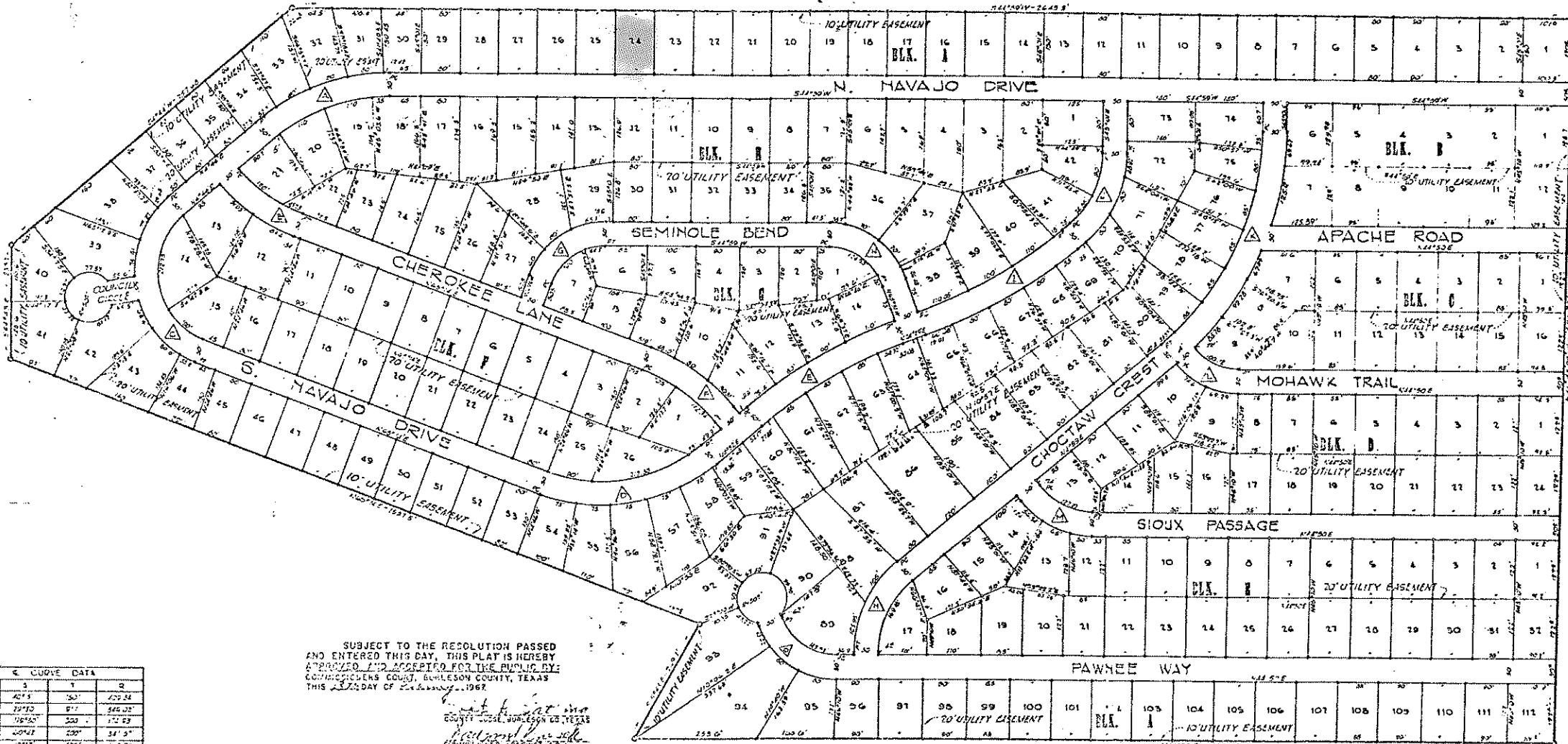
KNOW ALL MEN BY THESE PRESENTS:

THAT I, B. J. KLING, REGISTERED PUBLIC SURVEYOR NO. 650, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF THE LAND AND THAT THE IRON RODS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

B. J. Kling
B. J. KLING

SWORN AND SUBSCRIBED BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS 11th DAY OF February, 1967.

May E. Orban
NOTARY PUBLIC IN AND FOR
BURLESON COUNTY, TEXAS



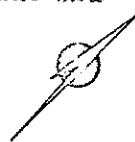
SUBJECT TO THE RESOLUTION PASSED AND ENTERED THIS DAY, THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR THE PUBLIC BY THE COMMISSIONERS OF BURLESON COUNTY, TEXAS THIS 27th DAY OF February, 1967.

LEGEND

- 100' IRON ROD
- 10' 8" IRON ROD
- CONC. MON.

CURVE NO.	S	T	Q
A	100'	100'	100'
B	100'	100'	100'
C	100'	100'	100'
D	100'	100'	100'
E	100'	100'	100'
F	100'	100'	100'
G	100'	100'	100'
H	100'	100'	100'
I	100'	100'	100'
J	100'	100'	100'
K	100'	100'	100'
L	100'	100'	100'
M	100'	100'	100'
N	100'	100'	100'
O	100'	100'	100'

James H. Hill
COMMISSIONER, PRESENT NO. 1
Orville Shaw
COMMISSIONER, PRESENT NO. 2
May E. Orban
COMMISSIONER, PRESENT NO. 3



TONKAWA HILLS
JAMES CRAFT SURVEY, A-83
BURLESON COUNTY, TEXAS
SCALE 1" = 100' DATE 2-11-67

Prepared By
Surveyor J. S. McMillan & Associates, Inc.

Filed for Record Sept. 21, 1971 at 9:00 A.M.
And Recorded Sept. 21, 1971 at 4:00 P.M.
By *Magalie Harnegay* Deputy County Clerk

John J. Toupal
County Clerk, Burleson Co., Texas

WHEREAS, said Restrictions provide that they are in personam and are entirely within the discretion of said Committee and that said Committee may, at any time, change, alter modify or discontinue the same or any part thereof without notice to or consent of the owner or owners of any portion of said TONKAWA HILLS SUBDIVISION;

WHEREAS, by instrument dated September ____, 1972, recorded in Volume ____, Page ____ of the Deed Records of Burleson County, Texas, Robert C. Abrahams, Trustee, the record owner of a majority of the lots in said TONKAWA HILLS SUBDIVISION removed J. Mit Lee, Alton R. Fairchilds and W. F. Sturgin as members of said Committee and appointed Robert C. Abrahams, Jerry Gerald and Robert McWhirter as members of said Committee;

WHEREAS, Robert C. Abrahams, Jerry Gerald and Robert McWhirter, the duly appointed members of said Committee as aforesaid, desire to change the name of said subdivision from TONKAWA HILLS SUBDIVISION to APACHE HILLS SUBDIVISION and to alter the restrictions and plat applicable to said subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, the name of said subdivision shall be and is hereby changed from TONKAWA HILLS SUBDIVISION to APACHE HILLS SUBDIVISION and the restrictions currently applicable to TONKAWA HILLS SUBDIVISION, now known as APACHE HILLS SUBDIVISION, in Burleson County, Texas, recorded in Volume 193, Page 222 of the Deed Records of Burleson County, Texas, dated September 20, 1971, are hereby revoked in their entirety and in lieu thereof the following restrictive covenants are substituted and made applicable to all lots in APACHE HILLS SUBDIVISION, to-wit:

1. No lot shall be used for any purpose except residential purposes, EXCEPT: Lots 1, 2, 15 and 16

203 297

- Block C which are RESERVED, and Lots 39, 40, 41 and 42 - Block A which are RESERVED.

2. No lot shall be divided, except that one lot may be divided between two adjacent lots, after which each adjacent lot, together with the addition, shall be considered as one lot in applying these restrictions.

3. No building shall be erected, placed or permitted to remain on any lot other than one detached single family residence and a private garage.

4. Conventional dwellings erected on any lot shall have a minimum of 600 square feet of floor area, excluding open porches and garages. Exposed exterior materials shall be wood or masonry. Roofing shall be composition or wood shingles. Asphalt or asphalt type sidings are prohibited.

5. No part of any building on any lot shall be erected or maintained nearer than twenty feet (20') from the front lot line, or nearer than five feet (5') from side lot lines, or nearer than fifteen feet (15') from the rear lot line. Garages seventy five feet (75') or further from the front lot line may be placed three feet (3') from side lot line. Only that portion of a building physically covered by a roof shall be considered in applying this restriction. Overhanging portions of roof shall not be considered.

6. No house trailer, mobile home, camper trailer, or any other wheeled or temporary structure shall be placed or maintained on any lot except that one (1) temporary building not to exceed forty (40) square feet of floor area may be placed on any lot for storage purposes only prior to construction of permanent structures.

7. A Community Association, to be known as APACHE HILLS COMMUNITY ASSOCIATION, shall be formed. Each lot owner shall have one (1) voting membership in said association. The purpose of said association shall be for the upkeep, promotion and maintenance of APACHE HILLS SUBDIVISION.

8. The owner of each lot, by purchasing such lot, agrees to pay an initial fee of \$35.00 to the Maintenance Fund, to be paid within 120 days after the purchase of said lot, and further agrees to pay an annual fee of \$35.00 to said Maintenance Fund. The annual fee shall be due and payable on January 2 of each succeeding year and Jerry Gerald, d/b/a Jerry Gerald and Associates, shall administer the Maintenance Fund until 75% of the lots in APACHE HILLS SUBDIVISION are sold, at which time, the APACHE HILLS COMMUNITY ASSOCIATION shall assume full control of the Maintenance Fund; shall also assume full responsibility for the upkeep and maintenance of APACHE HILLS SUBDIVISION; and shall purchase, at fair market value, all recreational facilities erected for general

subdivision use by Robert C. Abrahams, Trustee, his successors or assigns.

9. No building or other permanent improvement shall be erected until Jerry Gerald, d/b/a Jerry Gerald and Associates or his duly authorized representative shall have approved the plans and specifications thereof. All plans and specifications shall be sent to 5400 Memorial Drive, Suite 603, Houston, Texas 77007. Plans shall be deemed approved if no action is taken within thirty (30) days. At such time as 75% of the lots in APACHE HILLS SUBDIVISION are sold, architectural control of all permanent improvements shall automatically pass to the APACHE HILLS COMMUNITY ASSOCIATION.

10. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Said easements are also reserved as drainage easements.

11. Sewage disposal shall be by septic tank or other approved type of disposal process. All sanitary sewage systems shall be approved by the Government Authority having jurisdiction. No outside toilets shall be permitted. No disposal system shall be permitted which allows raw sewage to enter water bodies. No sewage effluent shall be allowed to drain into any public drainage system.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

13. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that household pets may be kept if not raised or bred for commercial purposes.

14. No noxious or offensive activity shall be permitted upon any lot, nor shall any activity be carried on which may be or become an annoyance or nuisance to the subdivision.

15. No signs of any kind shall be displayed on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and one (1) sign by the builder or contractor to advertise the property during the construction and sales period.

16. Each restriction and condition set forth herein shall remain in force for the longest period allowed by law, unless one or more of said restrictions be modified or abrogated by joint written agreement by the owners of record of 66-2/3% of the lots in APACHE HILLS SUBDIVISION.

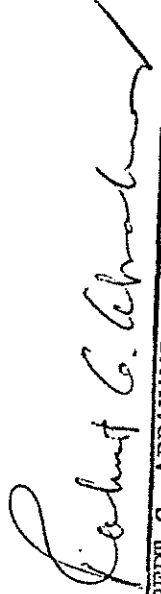
17. Enforcement of these restrictions shall be

by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation thereof, or to recover damages for breach thereof.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any other covenant, which shall remain in full force and effect.

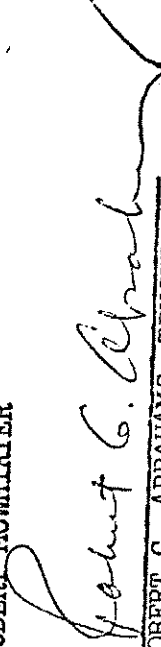
Robert C. Abrahams, Trustee, the current record owner of a majority of the lots in APACHE HILLS SUBDIVISION, being the record owner of two hundred seventy-three (273) lots out of a total of two hundred seventy-eight (278) lots in said subdivision as reflected on the hereinabove described plat, and Jerry Gerald, D/B/A/ Jerry Gerald and Associates, join in the execution of this instrument to evidence their consent to the foregoing provisions hereof.

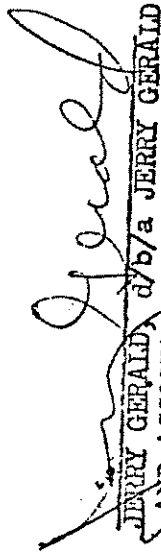
WITNESS OUR HANDS this 21st day of September, 1972.


ROBERT C. ABRAHAMS


JERRY GERALD

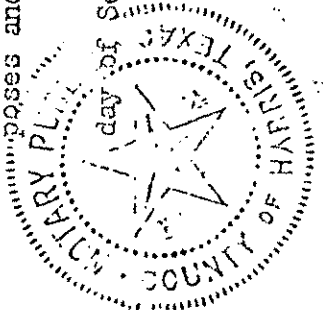

ROBERT MCWHORTER


ROBERT C. ABRAHAMS, TRUSTEE


JERRY GERALD, d/b/a JERRY GERALD
AND ASSOCIATES

THE STATE OF TEXAS *h*
COUNTY OF HARRIS *h*

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT C. ABRAHAM, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



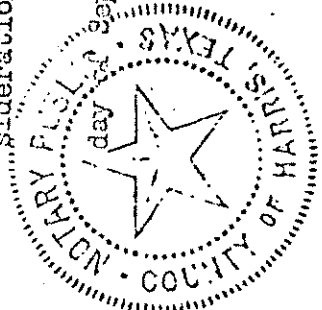
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 1972.

Jacquelyn M. Kelly
Notary Public in and for
Harris County, TEXAS

Jacquelyn M. Kelly
My Commission expires June 1, 1973

THE STATE OF TEXAS *h*
COUNTY OF HARRIS *h*

BEFORE ME, the undersigned authority, on this day personally appeared JERRY GERALD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



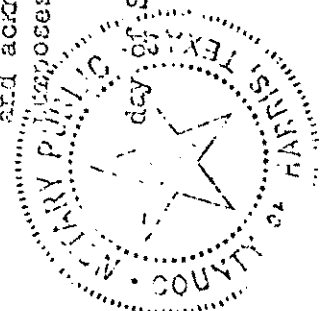
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 1972.

Jacquelyn M. Kelly
Notary Public in and for
Harris County, TEXAS

Jacquelyn M. Kelly
My commission expires June 1, 1973

THE STATE OF TEXAS *h*
COUNTY OF HARRIS *h*

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT MCWHIRTER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 1972.

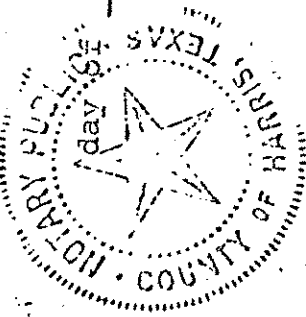
Jacquelyn M. Kelly
Notary Public in and for
Harris County, TEXAS

Jacquelyn M. Kelly
My commission expires June 1, 1973

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT C. ABRAHAMS, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated only.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 1972.

Jacquelyn M. Kelly
Notary Public in and for
Harris County, Texas

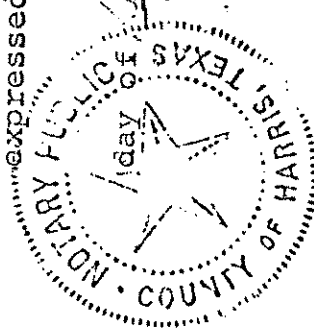
Jacquelyn M. Kelly

My commission expires June 1, 1973

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JERRY GERALD, d/b/a JERRY GERALD AND ASSOCIATES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated only.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 1972.

Jacquelyn M. Kelly
Notary Public in and for
Harris County, Texas

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Jacquelyn M. Kelly

My commission expires June 1, 1973

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THE STATE OF TEXAS

COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21 DAY OF September 1972 AT 1:30 O'CLOCK P.M., AND DULY RECORDED ON 22 DAY OF September 1972 AT 3:00 O'CLOCK P.M., IN THE

Deed _____ RECORD OF SAID COUNTY, IN VOL. 203 PAGE 297-302

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY _____ DEPUTY
JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

225/550

AMENDED RESTRICTIONS FOR
APACHE HILLS SUBDIVISION

Being an amendment of said Restrictions
filed of record in an instrument recorded in
Volume 203, Page 296, Deed Records of
Burleson County, Texas

THE STATE OF TEXAS)
)
COUNTY OF BURLESON)

WHEREAS, First Bank & Trust of Bryan, Texas, was the purchaser at a foreclosure sale held on the 7th day of January, 1975, of certain lots and tracts of land located in Apache Hills Subdivision, according to the Plat thereof recorded in Volume 140, Page 382, of the Deed Records of Burleson County, Texas.

The property purchased by First Bank & Trust being fully described in the following Trustee's Deeds: a Trustee's Deed recorded in Volume 225, Page 165, Deed Records of Burleson County, Texas; a Trustee's Deed recorded in Volume 225, Page 168, Deed Records of Burleson County, Texas; and a Trustee's Deed recorded in Volume 225, Page 387, Deed Records of Burleson County, Texas;

WHEREAS, as a result of such purchase First Bank & Trust of Bryan, Texas, has become the owner of more than 66-2/3% of the lots located in the Apache Hills Subdivision.

WHEREAS, the restrictions on said subdivision recorded in Volume 203, Pages 296-302, Deed Records of Burleson County, Texas, provide that the owners of record of 66-2/3% of the lots in Apache Hills Subdivision may modify or abrogate said restrictions by joint written agreement.

WHEREAS, First Bank & Trust of Bryan, Texas, the owner of more than 66-2/3% of said lots desires to change and alter the restrictions of said Apache Hills Subdivision as they appear in Volume 203, Pages 296-302 of the Deed Records of Burleson County, Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that

225 550

the restrictions currently applicable to Apache Hills Subdivision recorded in Volume 203, Pages 296-302, of the Deed Records of Burleson County, Texas, dated the 21st day of September, 1972, are hereby revoked in their entirety and in lieu thereof the following restrictive covenants are substituted and made applicable to all lots in Apache Hills Subdivision, to-wit:

I.

No lot shall be used for any purpose except residential purposes, except: Lots 1, 2, 15 and 16 in Block "C" which are reserved and Lots 39, 40, 41 and 42 in Block "A" which are reserved.

II.

Lot Nos. 35, 58-72 and 76-88 in Block "A" may be divided and sold in parcel lots provided, however, no septic tanks or private sewage facilities shall be placed on any tract that is less than a full lot in size. None of the other lots located in said subdivision shall be divided except that one lot may be divided between adjacent lots, after which each adjacent lot, together with the addition, shall be considered as one lot in applying these restrictions.

III.

No building shall be erected, placed or permitted to remain on any lot other than one detached single family residence, a private garage and one storage building.

IV.

Conventional dwellings other than mobile or trailer homes erected on any lot shall have a minimum of 600 square feet of floor area, excluding open porches and garages. Exposed exterior materials shall be wood or masonry. Roofing shall be composition or wood shingles. Asphalt or asphalt type sidings are prohibited.

V.

No part of any building on any lot shall be erected or maintained nearer than twenty (20) feet from the front lot line,

or nearer than five (5) feet from the rear lot line. If garages are placed seventy-five (75) feet or further from the front lot line, the garage may be placed three (3) feet from side lot line. Only that portion of a building physically covered by a roof shall be considered in applying this restriction. Overhanging portions of roof shall not be considered.

VI.

All lots other than those located in Block "G" may have mobile homes located on them. All mobile homes must be skirted around the bottom with factory built or masonry skirting within ninety (90) days from moving such mobile home onto the lot. All mobile homes must be tied down according to state law. All mobile homes placed on a lot must be no older than a 1970 model and be at least 12' x 40'.

VII.

No mobile home, trailer home, camper home or any other wheeled or temporary structure shall be maintained on any lots located in Block "G".

VIII.

A Community Association, to be known as Apache Hills Community Association, shall be formed. Each lot owner shall have one (1) voting membership in said Association. The purpose of said Association shall be for the upkeep, promotion and maintenance of Apache Hills Subdivision.

IX.

The owner of each lot, by purchasing such lot, agrees to pay an initial fee of \$35.00 to the Maintenance Fund, to be paid within 120 days after the purchase of said lot, and further agrees to pay an annual fee of \$35.00 to said Maintenance Fund. The annual fee shall be due and payable on January 2, of each succeeding year and First Bank & Trust of Bryan, Texas, or a substitute administrator appointed by First Bank & Trust of Bryan, Texas, may administer the fund until 100% of the lots in

Apache Hills Subdivision are sold or until First Bank & Trust of Bryan, Texas, shall resign, whichever event occurs first. At the time First Bank & Trust of Bryan, Texas, and any substitute administrator appointed by First Bank & Trust of Bryan, Texas, is no longer the administrator of such funds, the Apache Hills Community Association shall assume full control of the Maintenance Fund. Any funds held by First Bank & Trust or the substitute administrator in the Maintenance Fund will be delivered to the Association upon proof of the legal existence of the Association. Neither First Bank & Trust nor any substitute administrator appointed by First Bank & Trust shall be required to pay a maintenance charge on any lot standing in its own name. Said Association shall also assume full responsibility for the upkeep and maintenance of Apache Hills Subdivision. The Apache Hills Community Association shall purchase, at fair market value, all recreational facilities erected for general subdivision use by First Bank & Trust of Bryan, Texas, or its successors or assigns.

All sums becoming due under this paragraph which are unpaid shall constitute a lien on the lot or lots to which such sums were chargeable and such lien shall be prior to all other liens except (1) tax liens on the particular lot or lots in favor of any assessing unit and special district and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed on by suit by the administrator of the Maintenance Fund or the Apache Hills Community Association in a like manner as a mortgage on real property. The administrator or the Apache Hills Community Association shall have power to bid at such foreclosure sale and to acquire and lease, mortgage and convey same. Suit to recover a money judgment for such maintenance charge shall be maintainable without foreclosing or waiving the lien securing the same.

Where the mortgagee of a first mortgage of record or

other purchaser of a lot obtains a title to the lot as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the maintenance charge chargeable to such lot that became due prior to the acquisition of such lot by such acquirer.

X.

No buildings or other improvements including add-on storage buildings shall be erected or placed on a lot until First Bank & Trust of Bryan, Texas, or its duly authorized representative shall have approved the plans and specifications thereof. All plans and specifications shall be sent to 101 N. Texas Avenue, Bryan, Texas, 77801. Plans shall be deemed approved if no action is taken within thirty (30) days. At such time as 100% of the lots of Apache Hills Subdivision are sold or at such time First Bank & Trust or its successors or assigns shall voluntarily release the architectural control, whichever event shall occur first, all architectural control of all permanent improvements shall automatically pass to the Apache Hills Community Association.

XI.

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded Plat. Said easements are also reserved as drainage easements.

XII.

Sewage disposal shall be by septic tank or other approved type of disposal process. All sanitary sewage systems shall be approved by the government authority having jurisdiction. No outside toilets shall be permitted. No disposal system shall be permitted which allows raw sewage to enter water bodies. No sewage effluent shall be allowed to drain into any public drainage system.

XIII.

No lot shall be used or maintained as a dumping ground

for rubbish. All lots must be neat and orderly and all trash kept in sanitary containers, which containers must be kept at the rear of the lots or tract and be fully covered and all trash must be disposed of in a reasonable length of time.

XIV.

No lot may be used for a junk yard or wrecking yard and any vehicle that does not run or move under its own power within thirty (30) days must be removed immediately.

XV.

No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that household pets may be kept if not raised or bred for commercial purposes.

XVI.

No noxious or offensive activity shall be permitted on any lot, nor shall any activity be carried on which may be or become an annoyance or nuisance to the subdivision.

XVII.

No signs of any kind shall be displayed on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and one sign by the builder or contractor to advertise the property during the construction and sales period.

XVIII.

Each restriction and condition set forth herein shall remain in force for the longest period of time allowed by law, unless one or more of said restrictions be modified or abrogated by joint written agreement by the owners of record of 51% of the lots in Apache Hills Subdivision.

XIX.

All facilities installed for electrical and water distribution on each lot including meter installations, must be done by a contractor approved by First Bank & Trust of Bryan, Texas, or its authorized representative. At such time as the

architectural control of such subdivision passes to the Apache Hills Community Association all such contractors must be then approved by the Apache Hills Community Association.

XX.

Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation thereof, or to recover damages for breach thereof.

XXI.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other covenant, which shall remain in force and effect.

First Bank & Trust of Bryan, Texas, the current record-owner of at least 66-2/3% of the lots located in the Apache Hills Subdivision, as reflected in the above described Plat, executes this instrument to evidence its consent to the foregoing provisions hereof and acceptance of the new and amended restrictions.

WITNESS MY HAND AND SEAL OF OFFICE on this the 4th

day of March, 1975.

FIRST BANK & TRUST, BRYAN, TEXAS

BY:

W. J. Fowler
President

ATTEST:

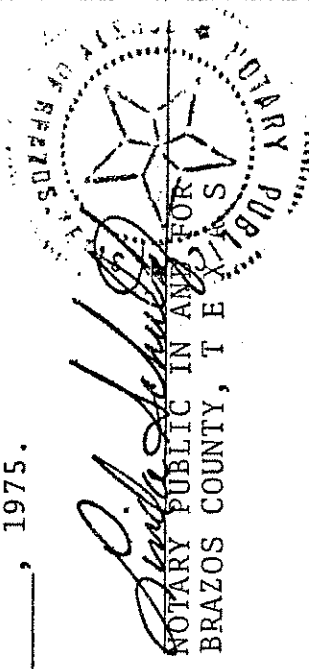
Don M. Spill

225 556

THE STATE OF TEXAS
COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vic Paulos, President of First Bank & Trust of Bryan, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
4th day of March, 1975.



252

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 4 DAY OF March, 1975, AT 2:00 O'CLOCK P. M., AND DULY RECORDED ON 5 DAY OF March, 1975, AT 2:00 O'CLOCK P. M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 225 PAGE 550-557

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS,
THE DAY AND DATE ABOVE WRITTEN.

BY _____ DEPUTY
JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

226/292

AMENDED RESTRICTIONS FOR
APACHE HILLS SUBDIVISION

Being an amendment of said Restrictions
filed of record in an instrument recorded in
Volume 203, Page 296, Deed Records of
Burleson County, Texas

THE STATE OF TEXAS)
)
COUNTY OF BURLESON)

WHEREAS, First Bank & Trust of Bryan, Texas, was the purchaser at a foreclosure sale held on the 7th day of January, 1975, of certain lots and tracts of land located in Apache Hills Subdivision, according to the Plat thereof recorded in Volume 140, Page 382, of the Deed Records of Burleson County, Texas. The property purchased by First Bank & Trust being fully described in the following Trustee's Deeds: a Trustee's Deed recorded in Volume 225, Page 165, Deed Records of Burleson County, Texas; a Trustee's Deed recorded in Volume 225, Page 168, Deed Records of Burleson County, Texas; and a Trustee's Deed recorded in Volume 225, Page 387, Deed Records of Burleson County, Texas;

WHEREAS, as a result of such purchase First Bank & Trust of Bryan, Texas, has become the owner of more than 66-2/3% of the lots located in the Apache Hills Subdivision.

WHEREAS, the restrictions on said subdivision recorded in Volume 203, Pages 296-302, Deed Records of Burleson County, Texas, provide that the owners of record of 66-2/3% of the lots in Apache Hills Subdivision may modify or abrogate said restrictions by joint written agreement.

WHEREAS, First Bank & Trust of Bryan, Texas, the owner of more than 66-2/3% of said lots desires to change and alter the restrictions of said Apache Hills Subdivision as they appear in Volume 203, Pages 296-302 of the Deed Records of Burleson County, Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that

226 225 550
292

the restrictions currently applicable to Apache Hills Subdivision recorded in Volume 203, Pages 296-302, of the Deed Records of Burleson County, Texas, dated the 21st day of September, 1972, are hereby revoked in their entirety and in lieu thereof the following restrictive covenants are substituted and made applicable to all lots in Apache Hills Subdivision, to-wit:

I.

No lot shall be used for any purpose except residential purposes, except: Lots 1, 2, 15 and 16 in Block "C" which are reserved and Lots 39, 40, 41 and 42 in Block "A" which are reserved.

II.

Lot Nos. 35, 58-72 and 76-88 in Block "A" may be divided and sold in parcel lots provided, however, no septic tanks or private sewage facilities shall be placed on any tract that is less than a full lot in size. None of the other lots located in said subdivision shall be divided except that one lot may be divided between adjacent lots, after which each adjacent lot, together with the addition, shall be considered as one lot in applying these restrictions.

III.

No building shall be erected, placed or permitted to remain on any lot other than one detached single family residence, a private garage and one storage building.

IV.

Conventional dwellings other than mobile or trailer homes erected on any lot shall have a minimum of 600 square feet of floor area, excluding open porches and garages. Exposed exterior materials shall be wood or masonry. Roofing shall be composition or wood shingles. Asphalt or asphalt type sidings are prohibited.

V.

No part of any building on any lot shall be erected or maintained nearer than twenty (20) feet from the front lot line,

side lot lines, or nearer than fifteen (15') feet from or nearer than five (5) feet from the rear lot line. If garages are placed seventy-five (75) feet or further from the front lot line, the garage may be placed three (3) feet from side lot line. Only that portion of a building physically covered by a roof shall be considered in applying this restriction. Overhanging portions of roof shall not be considered.

VI.

All lots other than those located in Block "G" may have mobile homes located on them. All mobile homes must be skirted around the bottom with factory built or masonry skirting within ninety (90) days from moving such mobile home onto the lot. All mobile homes must be tied down according to state law. All mobile homes placed on a lot must be no older than a 1970 model and be at least 12' x 40'.

VII.

No mobile home, trailer home, camper home or any other wheeled or temporary structure shall be maintained on any lots located in Block "G".

VIII.

A Community Association, to be known as Apache Hills Community Association, shall be formed. Each lot owner shall have one (1) voting membership in said Association. The purpose of said Association shall be for the upkeep, promotion and maintenance of Apache Hills Subdivision.

IX.

The owner of each lot, by purchasing such lot, agrees to pay an initial fee of \$35.00 to the Maintenance Fund, to be paid within 120 days after the purchase of said lot, and further agrees to pay an annual fee of \$35.00 to said Maintenance Fund. The annual fee shall be due and payable on January 2, of each succeeding year and First Bank & Trust of Bryan, Texas, or a substitute administrator appointed by First Bank & Trust of Bryan, Texas, may administer the fund until 100% of the lots in

Apache Hills Subdivision are sold or until First Bank & Trust of Bryan, Texas, shall resign, whichever event occurs first. At the time First Bank & Trust of Bryan, Texas, and any substitute administrator appointed by First Bank & Trust of Bryan, Texas, is no longer the administrator of such funds, the Apache Hills Community Association shall assume full control of the Maintenance Fund. Any funds held by First Bank & Trust or the substitute administrator in the Maintenance Fund will be delivered to the Association upon proof of the legal existence of the Association. Neither First Bank & Trust nor any substitute administrator appointed by First Bank & Trust shall be required to pay a maintenance charge on any lot standing in its own name. Said Association shall also assume full responsibility for the upkeep and maintenance of Apache Hills Subdivision. The Apache Hills Community Association shall purchase, at fair market value, all recreational facilities erected for general subdivision use by First Bank & Trust of Bryan, Texas, or its successors or assigns.

All sums becoming due under this paragraph which are unpaid shall constitute a lien on the lot or lots to which such sums were chargeable and such lien shall be prior to all other liens except (1) tax liens on the particular lot or lots in favor of any assessing unit and special district and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed on by suit by the administrator of the Maintenance Fund or the Apache Hills Community Association in a like manner as a mortgage on real property. The administrator or the Apache Hills Community Association shall have power to bid at such foreclosure sale and to acquire and lease, mortgage and convey same. Suit to recover a money judgment for such maintenance charge shall be maintainable without foreclosing or waiving the lien securing the same.

Where the mortgagee of a first mortgage of record or

226 295

225 553

other purchaser of a lot obtains a title to the lot as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the maintenance charge chargeable to such lot that became due prior to the acquisition of such lot by such acquirer.

X.

No buildings or other improvements including add-on storage buildings shall be erected or placed on a lot until First Bank & Trust of Bryan, Texas, or its duly authorized representative shall have approved the plans and specifications thereof. All plans and specifications shall be sent to 101 N. Texas Avenue, Bryan, Texas, 77801. Plans shall be deemed approved if no action is taken within thirty (30) days. At such time as 100% of the lots of Apache Hills Subdivision are sold or at such time First Bank & Trust or its successors or assigns shall voluntarily release the architectural control, whichever event shall occur first, all architectural control of all permanent improvements shall automatically pass to the Apache Hills Community Association.

XI.

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded Plat. Said easements are also reserved as drainage easements.

XII.

Sewage disposal shall be by septic tank or other approved type of disposal process. All sanitary sewage systems shall be approved by the government authority having jurisdiction. No outside toilets shall be permitted. No disposal system shall be permitted which allows raw sewage to enter water bodies. No sewage effluent shall be allowed to drain into any public drainage system.

XIII.

No lot shall be used or maintained as a dumping ground

for rubbish. All lots must be neat and orderly and all trash kept in sanitary containers, which containers must be kept at the rear of the lots or tract and be fully covered and all trash must be disposed of in a reasonable length of time.

XIV.

No lot may be used for a junk yard or wrecking yard and any vehicle that does not run or move under its own power within thirty (30) days must be removed immediately.

XV.

No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that household pets may be kept if not raised or bred for commercial purposes.

XVI.

No noxious or offensive activity shall be permitted on any lot, nor shall any activity be carried on which may be or become an annoyance or nuisance to the subdivision.

XVII.

No signs of any kind shall be displayed on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and one sign by the builder or contractor to advertise the property during the construction and sales period.

XVIII.

Each restriction and condition set forth herein shall remain in force for the longest period of time allowed by law, unless one or more of said restrictions be modified or abrogated by joint written agreement by the owners of record of 51% of the lots in Apache Hills Subdivision.

XIX.

All facilities installed for electrical and water distribution on each lot including meter installations, must be done by a contractor approved by First Bank & Trust of Bryan, Texas, or its authorized representative. At such time as the

architectural control of such subdivision passes to the Apache Hills Community Association all such contractors must be then approved by the Apache Hills Community Association.

XX.

Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation thereof, or to recover damages for breach thereof.

XXI.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other covenant, which shall remain in force and effect.

First Bank & Trust of Bryan, Texas, the current record owner of at least 66-2/3% of the lots located in the Apache Hills Subdivision, as reflected in the above described Plat, executes this instrument to evidence its consent to the foregoing provisions hereof and acceptance of the new and amended restrictions.

WITNESS MY HAND AND SEAL OF OFFICE on this the 4th day of March, 1975.

FIRST BANK & TRUST, BRYAN, TEXAS

BY:

W. J. Parker
President

ATTEST:

Don M. Gull

225 556

These restrictions are being re-recorded to correct an inadvertent omission of a complete line when typed, said omission being in Paragraph V of this instrument.

226

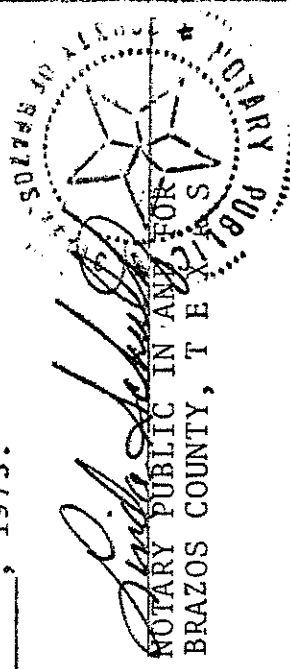
298

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vic Paulos, President of First Bank & Trust of Bryan, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the

4th day of March, 1975.



226 299

225 557

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 18 DAY OF April, 1975, AT 9:00 O'CLOCK A.M., AND DULY RECORDED ON 18 DAY OF April, 1975, AT 11:30 O'CLOCK A.M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 226 PAGE 292-299

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

By _____ DEPUTY
JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

232/208

AMENDED RESTRICTIONS FOR
APACHE HILLS SUBDIVISION

Being an amendment of said Restrictions
filed of record in an instrument recorded in
Volume 226, Page 292, Deed Records of
Burleson County, Texas

THE STATE OF TEXAS.)
)
COUNTY OF BURLESON)

WHEREAS, First Bank & Trust of Bryan, Texas, was the purchaser at a foreclosure sale held on the 7th day of January, 1975, of certain lots and tracts of land located in Apache Hills Subdivision, according to the Plat thereof recorded in Volume 140, Page 382, of the Deed Records of Burleson County, Texas. The property purchased by First Bank & Trust being fully

described in the following Trustee's Deeds: A Trustee's Deed recorded in Volume 225, Page 165, Deed Records of Burleson County Texas; a Trustee's Deed recorded in Volume 225, Page 168, Deed Records of Burleson County, Texas; and a Trustee's Deed recorded in Volume 225, Page 387, Deed Records of Burleson County, Texas;

WHEREAS, as a result of such purchase First Bank & Trust of Bryan, Texas, became the owner of more than 66-2/3% of the lots located in the Apache Hills Subdivision.

WHEREAS, the restrictions on said subdivision recorded in Volume 203, Pages 296-302, Deed Records of Burleson County, Texas, provided that the owners of record of 66-2/3% of the lots in Apache Hills Subdivision could modify or abrogate said restrictions by joint written agreement.

WHEREAS, First Bank & Trust amended said Restrictions in an instrument dated March 4, 1975, recorded in Volume 226, Pages 292-299 of the Deed Records of Burleson County, Texas, so as to allow the owners of 51% of the lots to amend said Restrictions.

232 208

WHEREAS, First Bank & Trust of Bryan, Texas, the owner of more than 51% of said lots desires to change and alter the Restrictions of said Apache Hills Subdivision as they appear in Volume 226, Pages 292-299 of the Deed Records of Burleson County, Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Restrictions currently applicable to Apache Hills Subdivision recorded in Volume 226, Pages 292-299, of the Deed Records of Burleson County, Texas, dated the 4th day of March, 1975, are hereby revoked in their entirety and in lieu thereof, the following restrictive covenants are substituted and made applicable to all lots in Apache Hills Subdivision, to-wit:

I.

No lot shall be used for any purpose except residential purposes, except: Lots 1, 2, 15 and 16 in Block "C" which are reserved and may be used for commercial, and Lots 1, 2, 44, 45, 46, 31, 32, 33, 34, 35, 36, 39, 40, 41 and 42 in Block "A" which are reserved and may be used for commercial, and Lots 1 and 32 in Block "E" which are reserved and may be used for commercial.

II.

Lots Nos. 35, 58-72 and 76-88 in Block "A" may be divided and sold in parcel lots provided, however, no septic tanks or private sewage facilities shall be placed on any tract that is less than a full lot in size. None of the other lots located in said subdivision shall be divided except that one lot may be divided between adjacent lots, after which each adjacent lot, together with the addition, shall be considered as one lot in applying these Restrictions.

III.

No building shall be erected, placed or permitted to remain on any lot other than one detached single family residence, a private garage and one storage building.

IV.

Conventional dwellings other than mobile or trailer homes erected on any lot shall have a minimum of 600 square feet

of floor area, excluding open porches and garages. Exposed exterior materials shall be wood or masonry. Roofing shall be composition or wood shingles. Asphalt or asphalt type sidings are prohibited.

V.

No part of any building on any lot shall be erected or maintained nearer than twenty (20) feet from the front lot line, or nearer than five (5) feet from side lot lines, or nearer than fifteen (15) feet from the rear lot line. If garages are placed seventy-five (75) feet or further from the front lot line, the garage may be placed three (3) feet from side lot line. Only that portion of a building physically covered by a roof shall be considered in applying this Restriction. Overhanging portions of roof shall not be considered.

VI.

All lots other than those located in Block "G" may have mobile homes located on them. All mobile homes must be skirted around the bottom with factory built or masonry skirting within ninety (90) days from moving such mobile home onto the lot. All mobile homes must be tied down according to state law. All mobile homes placed on a lot must be no older than five years of age and be at least 12' by 40'.

VII.

No mobile home, trailer home, camper home or any other wheeled or temporary structure shall be maintained on any lots located in Block "G".

VIII.

A Community Association, to be known as Apache Hills Community Association, shall be formed. Each lot owner shall have one (1) voting membership in said Association. The purpose of said Association shall be for the upkeep, promotion and maintenance of Apache Hills Subdivision.

IX.

The owner of each lot, by purchasing such lot, agrees to pay a monthly maintenance fee of Five and No/100 (\$5.00) Dollars per month to a maintenance fund. However, if any lot owner wishes, he may prepay one (1) year's maintenance fee in January of each year by paying a lump sum payment of Fifty and No/100 (\$50.00) Dollars. The new maintenance schedule shall become effective on the 1st day of May, 1976 and shall remain fixed until January 1, 1979, at which time the monthly and the annual payments shall become subject to a percentage increase subsequent to January 1, 1979, in proportion to the percentage increase, if any, in the official Consumer Price Index (U.S. New Series, U.S. average for all items for urban wage earners and clerical workers; revised 1953, or any successor index thereto, as published by the Bureau of Labor statistics of the U.S. Department of Labor). Each monthly installment shall be due and payable on or before the 10th day of each month. Said maintenance fund shall be used by the Administrator of such fund for the maintenance and upkeep of said subdivision. First Bank and Trust of Bryan, Texas or a Substitute Administrator, appointed by First Bank & Trust, Bryan, Texas may administer the fund until 100% of the lots in Apache Hills Subdivision are sold or until First Bank & Trust of Bryan, Texas, shall resign, whichever event occurs first. At the time First Bank & Trust of Bryan, Texas, and any Substitute Administrator appointed by First Bank & Trust of Bryan, Texas, is no longer the Administrator of such funds, the Apache Hills Community Association shall assume full control of the Maintenance Fund. Any funds held by First Bank & Trust or the Substitute Administrator in the Maintenance Fund will be delivered to the Association upon proof of the legal existence of the Association. Neither First Bank & Trust nor any Substitute Administrator appointed by First Bank & Trust shall be required to pay a maintenance charge on any lot standing in its own name. Said Association shall also assume full responsibility for the upkeep and maintenance of Apache Hills Subdivision. The Apache Hills Community Association shall purchase, at fair

market value, all recreational facilities erected for general subdivision use by First Bank & Trust of Bryan, Texas, or its successors or assigns.

All sums becoming due under this paragraph which are unpaid shall constitute a lien on the lot or lots to which such sums were chargeable and such lien shall be prior to all other liens except (1) tax liens on the particular lot or lots in favor of any assessing unit and special district and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed on by suit by the Administrator of the Maintenance Fund or the Apache Hills Community Association in a like manner as a mortgage on real property. The Administrator or the Apache Hills Community Association shall have power to bid at such foreclosure sale and to acquire and lease, mortgage and convey same. Suit to recover a money judgment for such maintenance charge shall be maintainable without foreclosing or waiving the lien securing the same.

Where the mortgage of a first mortgage of record or other purchaser of a lot obtains a title to the lot as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the maintenance charge chargeable to such lot that became due prior to the acquisition of such lot by such acquirer.

X.

No buildings or other improvements including add-on storage buildings shall be erected or placed on a lot until First Bank & Trust of Bryan, Texas, or its duly authorized representative shall have approved the plans and specifications thereof. All plans and specifications shall be sent to 101 N. Texas Avenue, Bryan, Texas, 77801. Plans shall be deemed approved if no action is taken within thirty (30) days. At such time as 100% of the lots of Apache Hills Subdivision are sold or at such time First Bank & Trust or its successors or

assigns shall voluntarily release the architectural control, whichever event shall occur first, all architectural control of all permanent improvements shall automatically pass to the Apache Hills Community Association.

XI.

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded Plat. Said easements are also reserved as drainage easements.

XII.

Sewage disposal shall be by septic tank or other approved type of disposal process. All sanitary sewage systems shall be approved by the government authority having jurisdiction. No outside toilets shall be permitted. No disposal system shall be permitted which allows raw sewage to enter water bodies. No sewage effluent shall be allowed to drain into any public drainage system.

XIII.

No lot shall be used or maintained as a dumping ground for rubbish. All lots must be neat and orderly and all trash kept in sanitary containers, which containers must be kept at the rear of the lots or tract and be fully covered and all trash must be disposed of in a reasonable length of time.

XIV.

No lot may be used for a junk yard or wrecking yard and any vehicle that does not run or move under its own power within thirty (30) days must be removed immediately.

XV.

No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that household pets may be kept if not raised or bred for commercial purposes.

XVI.

No noxious or offensive activity shall be permitted

on any lot, nor shall any activity be carried on which may be or become an annoyance or nuisance to the subdivision.

XVII.

No signs of any kind shall be displayed on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and one sign by the builder or contractor to advertise the property during the construction and sales period.

XVIII.

Each Restriction and condition set forth herein shall remain in force for the longest period of time allowed by law, unless one or more of said Restrictions be modified or abrogated by joint written agreement by the owners of record of 51% of the lots in Apache Hills Subdivision.

XIV.

All facilities installed for electrical and water distribution on each lot including meter installations, must be done by a contractor approved by First Bank & Trust of Bryan, Texas, or its authorized representatives. At such time as the architectural control of such subdivision passes to the Apache Hills Community Association all such contractors must be then approved by the Apache Hills Community Association.

XX.

Enforcement of these Restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation thereof, or to recover damages for breach thereof.

XXI.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other covenant, which shall remain in force and effect.

First Bank & Trust of Bryan, Texas, the current record owner of at least 51% of the lots located in the Apache Hills Subdivision, as reflected in the above described Plat, executes this instrument to evidence its consent to the foregoing provisions hereof and acceptance of the new and amended Restrictions.

WITNESS MY HAND AND SEAL OF OFFICE, on this the 14th day of April, 1976.

FIRST BANK & TRUST, BRYAN, TEXAS

BY: *W. J. Paulos* PRESIDENT

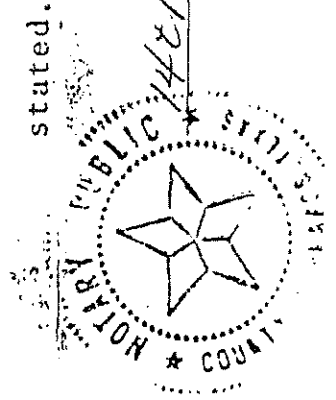
ATTEST:

Lawrence O. Long
VICE PRESIDENT

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vic Paulos, President of First Bank & Trust of Bryan, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 14th day of April, 1976.



232
215

Lawrence O. Long
NOTARY PUBLIC IN AND FOR BRAZOS COUNTY, TEXAS

Filed for Record April 21, 1976 at 9:00 A.M.
And Recorded April 22, 1976 at 2:00 P.M.

BY *Raynell Karmegay*

John J. Toupal
Deputy County Clerk, Burleson County, Tex.

AMENDMENT TO RESTRICTIONS FOR
APACHE HILLS SUBDIVISION

Being an amendment of said Restrictions filed of record in an instrument recorded in Volume 232, Page 208, Deed Records, Burleson County, Texas.

STATE OF TEXAS X
 X
COUNTY OF BURLESON X

WHEREAS, on the 16th day of May, 1981, a meeting was held by the Apache Hills Community Association and pursuant to the Restrictions for the Apache Hills Subdivision recorded in Volume 232, Page 208, Deed Records, Burleson County, Texas, at least 51% of the lots in said subdivision voted, either in person or by proxy, to amend the restrictions as hereinafter provided:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Restrictions currently applicable to Apache Hills Subdivision recorded in Volume 232, Page 208, Deed Records, Burleson County, Texas, dated April 14, 1976, are hereby altered and amended by deleting from Article IX of the Restrictions the following sentence contained therein:

Neither First Bank & Trust nor any Substitute Administrator appointed by First Bank & Trust shall be required to pay a maintenance charge on any lot standing in its own name.

and inserting therein or in lieu of such sentence and in substitution therefor the following sentence:

First Bank & Trust or any Substitute Administrator appointed by First Bank & Trust shall be required to pay the monthly maintenance fee on any lot standing in its own name.

The undersigned, the duly elected and acting officers of the Apache Hills Community Association, execute this instrument to evidence the approval of the foregoing amendment to the Restrictions by owners of at least 51% of the lots in the Apache Hills Subdivision at a meeting of the Apache Hills Community Association held on May 16, 1981. VOL 285 PAGE 865

IN WITNESS WHEREOF, this instrument is executed the

16 day of May, 1981.

APACHE HILLS COMMUNITY ASSOCIATION

By William A. Smyre
William Smyre, Director

By Clive Harston
Clive Harston, Director

By Frankie Frey
Frankie Frey, Director

By Charles Jozwiak, Director

By Logan Garrett
Logan Garrett, Director

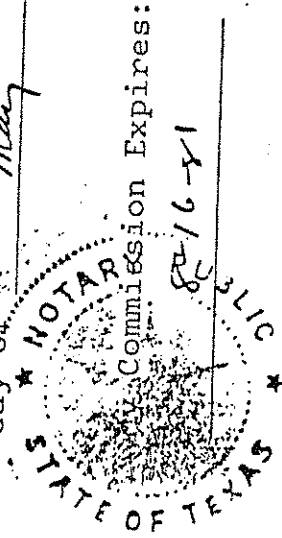
By Harold Schulz
Harold Schulz, Director Secretary - Treasurer

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STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM SMYRES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1981.

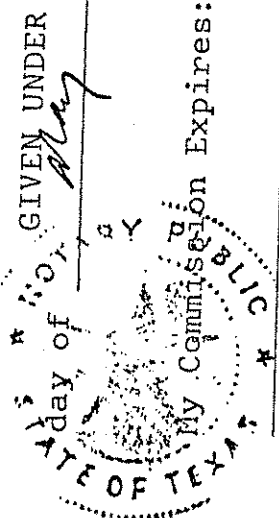


Bruce Stensrud
Notary Public in and for
Dallas County, Texas
Bruce Stensrud

STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CLIVE HARSTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1981.

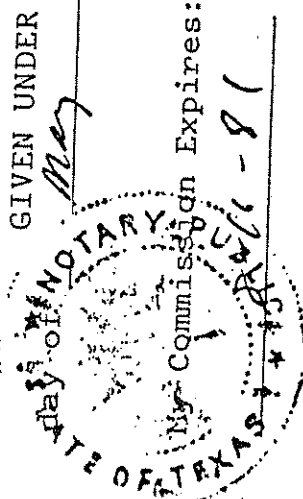


Bruce Stensrud
Notary Public in and for
Dallas County, Texas
Bruce Stensrud

STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRANKIE FREY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1981.



Bruce Stensrud
Notary Public in and for
Dallas County, Texas
Bruce Stensrud

STATE OF TEXAS 0
0
COUNTY OF 0

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES JOZWIAK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1981.

My Commission Expires: _____

Notary Public in and for
_____ County, Texas

STATE OF TEXAS 0
0
COUNTY OF 0

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LOGAN GARRETT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1981.

My Commission Expires: _____

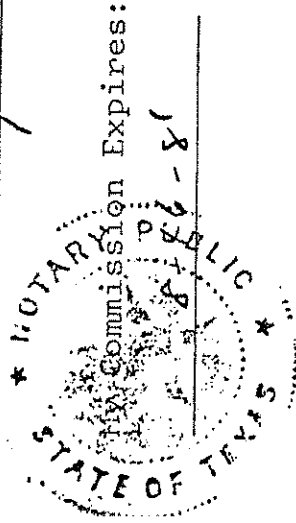
Notary Public in and for
_____ County, Texas

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STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HAROLD SCHULZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1981.



Notary Public in and for

DeWitt County, Texas

Bruce Stensrud

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Amendment to Restrictions for
Apache Hills Subdivision - Page Four

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 29 DAY OF May 1981 AT 3:00 P. M., AND DULY RECORDED ON 8 DAY OF June 1981 AT 2:00 P. M., IN THE Deed RECORD OF SAID COUNTY, IN Vol. 285 PAGE 865-869

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

By Susan Dingle DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

AMENDMENT TO RESTRICTIONS FOR
APACHE HILLS SUBDIVISION

Being an amendment of said Restrictions filed of record in an instrument recorded in Volume 232, Page 208, Deed Records, Burleson County, Texas.

STATE OF TEXAS X
 X
COUNTY OF BURLESON X

WHEREAS, on the 16th day of May, 1981, a meeting was held by the Apache Hills Community Association and pursuant to the Restrictions for the Apache Hills Subdivision recorded in Volume 232, Page 208, Deed Records, Burleson County, Texas, at least 51% of the lots in said subdivision voted, either in person or by proxy, to amend the restrictions as hereinafter provided:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Restrictions currently applicable to Apache Hills Subdivision recorded in Volume 232, Page 208, Deed Records, Burleson County, Texas, dated April 14, 1976, are hereby altered and amended by adding thereto the following paragraph:

Article XXII

Notwithstanding anything to the contrary contained in these Restrictions concerning the commercial use of the lots in the Apache Hills Subdivision, WCS Petroleum, Inc. shall be entitled to drill a well in search for oil and gas within the boundaries of the Apache Hills Subdivision in accordance with the following provisions:

1. The well to be drilled will be located on Lot 10, Block F of the Subdivision.
2. WCS shall be entitled to use Lots 9, 10, 11, 12 and 18, in Block F for its wellsite location.
3. WCS shall be entitled to drill only one well within the boundaries of the Subdivision and if such well is a dry hole, this amendment shall automatically terminate. If such well is completed as a producer then this amendment shall remain in effect as long as oil or gas is produced in paying quantities. Upon cessation of such production this amendment shall automatically terminate.

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4. WCS shall agree to repair and replace all roads damaged by its operations and to restore all lots and other surface areas which it may damage immediately after completion of its drilling activities, whether the well is a dry hole or a producer.

5. If such well is a dry hole WCS agrees to plug and abandon same and remove all equipment within 30 days after the well is plugged and to restore the surface of all area used by WCS for its location to the same condition as it was in prior to drilling as is possible and practical under the circumstances.

6. If such well is completed as a producer WCS shall run all pipelines and gathering lines underground and under roads at least four feet below the surface to connection points outside the boundaries of the Apache Hills Subdivision. WCS shall not be entitled to install any storage tanks, metering equipment, separators or other types of production equipment within the boundaries of the Subdivision and after completion of such well as a producer shall not be entitled to drive any heavy-duty trucks on any roads within the boundaries of the Subdivision unless absolutely necessary to work on the wellbore or hole.

7. If the well is completed as a producer WCS shall agree to put a fence of suitable character, at least five feet tall, surrounding the wellbore of the well and to keep the lot and fence properly maintained and to keep all debris and rubbish removed therefrom.

8. The well to be drilled by WCS shall be entitled the James Frierson No. 2 well and WCS shall agree to create by Declaration of Unit filed for record in Burleson County, Texas, an 80 acre unit and to include therein all of the remaining Apache Hills lots which WCS has oil and gas leases covering which have not been previously included in the James Frierson No. 1 80 acre unit.

9. WCS shall execute this amendment as provided below and by its execution WCS hereby agrees and accepts all the terms and conditions of this amendment as set forth above and acknowledges that time is of the essence with respect to any time periods stated above.

The undersigned, the duly elected and acting officers of the Apache Hills Community Association, execute this instrument to evidence the approval of the foregoing amendment to the Restrictions by owners of at least 51% of the lots in the Apache Hills Subdivision at a meeting of the Apache Hills Community Association held on May 16, 1981.

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IN WITNESS WHEREOF, this instrument is executed the
16 day of May, 1981.

APACHE HILLS COMMUNITY ASSOCIATION

By William G. Smyre
William Smyre, Director

By Clive R. Harston
Clive Harston, Director

By Frankie Frey
Frankie Frey, Director

By Charles Jozwiak
Charles Jozwiak, Director

By Logan Garrett
Logan Garrett, Director

By Harold Schulz
Harold Schulz, Director Secretary - Treasurer

ACCEPTED AND AGREED TO this
16 day of May, 1981.

WCS PETROLEUM, INC.

By Wm. C. Shuford
Officer

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STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM SMYRES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC SEAL
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1981.

My Commission Expires: 8-16-81

Bruce Stensrud
Notary Public in and for
Dallas County, Texas

STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CLIVE HARSTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC SEAL
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1981.

My Commission Expires: 8-16-81

Bruce Stensrud
Notary Public in and for
Dallas County, Texas

STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRANKIE FREY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC SEAL
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1981.

My Commission Expires: 8-16-81

Bruce Stensrud
Notary Public in and for
Dallas County, Texas

STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES JOZWIAK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of May, 1981.

My Commission Expires: _____

Notary Public in and for
Dallas County, Texas

STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LOGAN GARRETT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1981.

My Commission Expires: _____

Notary Public in and for
_____ County, Texas

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STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HAROLD SCHULZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

* 1101
day of May, 1981.

My Commission Expires: 2-2-88

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12

Bruce Stearns
Notary Public in and for
Dallas County, Texas

Bruce Stearns

VOL 285 PAGE 875

Amendment to Restrictions for
Apache Hills Subdivision - Page Five

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 29 DAY OF May 19 81 AT 3:00 O'CLOCK P. M., AND DULY RECORDED ON 8 DAY OF June 19 81 AT 2:00 O'CLOCK P. M., IN THE 870-875 Deed RECORD OF SAID COUNTY, IN VOL. 285 PAGE 870-875

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Swann, David DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS