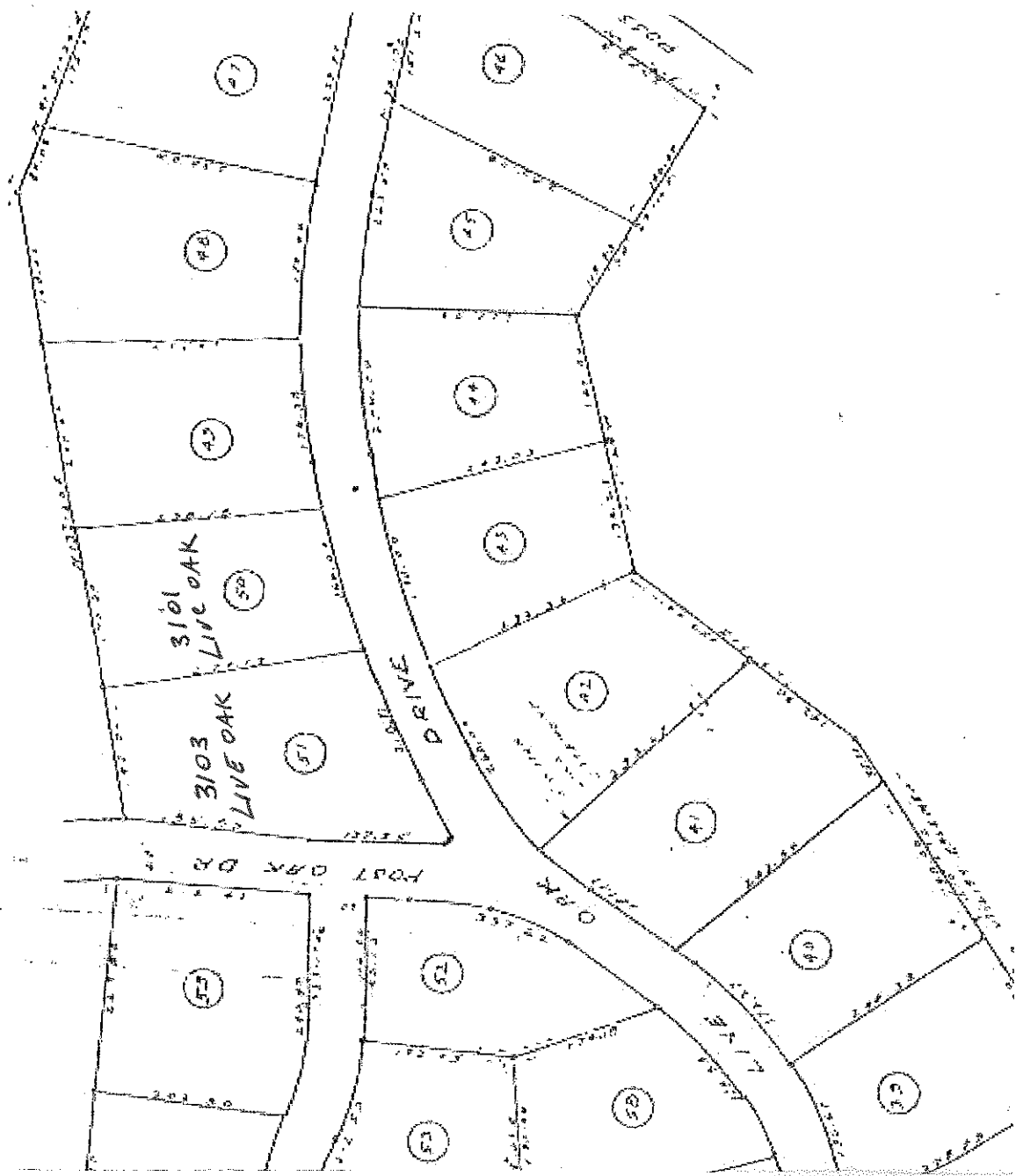




1997

DEDICATION AND PROTECTIVE COVENANTS AND RESTRICTIONS
APPLICABLE TO SECTION 2, OAK HILL ACRES

THE STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

KNOW ALL MEN BY THESE PRESENTS: That YEGUA DEVELOPMENT CORPORATION, a Texas Corporation, being the owner of 31.060 acres of land out of the James Clark League, A-27, Washington County, Texas, and acting through its duly authorized officers, does hereby adopt the attached map and plat creating a Subdivision of said 31.060 acres, said plat having been prepared May 20, 1966, by D. R. Muzzy, Registered Public Surveyor, such subdivision to be known as "Section 2, Oak Hill Acres," and does hereby dedicate same as such, and does further dedicate to the use of the public the streets, alleys and easements shown thereon.

In dedicating this Subdivision, to be known as "SECTION 2, OAK HILL ACRES", located in Washington County, Texas, the following restrictions and protective covenants shall be applicable to all of the lots in said Subdivision:

I.

All lots in the tract or subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any such residential building plot other than a single detached single-family dwelling (or main structure) not to exceed two stories in height, not including a basement, and a private garage for not more than three (3) cars and other outbuildings incidental to residential use of the plot.

Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitutes a home-site as defined in the succeeding paragraph.

The terms "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited.

The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements except roofs.

II.

(A) No building shall be located nearer to the front line or nearer to a side street line than thirty-five (35) feet. No building shall be located nearer than fifteen (15) feet to any side line, nor nearer than ten (10) feet from the rear lot line. Building as herein used shall mean main structures, porches, whether screened or unscreened, breezeways, attached garages, porte cocheres, steps and projections covered by roof.

(B) All residences constructed on Lots Nos. 29, 30, 31, 32, 33, 34, 53, 54, 55 and 60 will front on Cedar Circle. Residences constructed on 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 48, 49, 50, 57 and 58 will front on Live Oak Drive. The residence on Lot No. 35 may front either on Cedar Circle or Live Oak Drive. Residences on Lots Nos. 46 and 47 may front either on Live Oak Drive or Possu Trot. The residence on Lot No. 51 may front either on Live Oak Drive or Post Oak Drive. The residence on Lot No. 52 may front either on Cedar Circle, Post Oak Drive or Live Oak Drive. The residence on Lot No. 56 may front either on Cedar Circle or Live Oak Drive. The residence on Lot No. 59 may front either on Cedar Circle or Post Oak Drive.

III.

No garage or outbuilding on such property shall be used as residence. Nor shall the same be used as living quarters except by servants engaged on the premises, or by some members of the immediate family.

IV.

No trailer, basement, tent, shack, lean-to, garage, barn or other outbuildings erected on the property shall at any time be used as a residence, temporary or permanent (except as hereinabove provided), nor shall any structure of a temporary character be used as a residence. Under no circumstances will house trailers be permitted to be resided in on the property at any time.

V.

The floor area of the main structure on such lot, exclusive of open porches, steps, screen porches, porte cocheres, breezeways, garages and other outbuildings, shall not be less than fifteen hundred (1500) square feet.

VI.

No yard toilet or privy shall be erected or maintained on a lot in said subdivision.

VII.

No building material of any kind or character shall be placed or stored in the streets, or between streets and the property line. All building material to be used in the construction of building in this subdivision shall be placed within the property lines of the premises upon delivery.

VIII.

No garbage, trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the Subdivision; nor shall same or any container therefor be left in the street line or public view except as same may be maintained in a neat and sanitary manner in the rear of the residence or outbuilding.

IX.

No cattle, sheep, goats, hogs, horses, rabbits or poultry may be kept in any part of this property and subdivision.

X.

No nuisance or advertising sign, bill board or other advertising device shall be built on or suffered to remain upon any of the premises in this Subdivision except that the OWNER may place on such premises such advertising signs or devices as they may deem appropriate having to do with the sale of the property and except that any lot owner may place on a lot owned by him for resale a sign so indicating, having an area of not more than five square feet and a height of not more than four feet from the surface of the ground.

XI.

No obnoxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which shall be or will become an annoyance or nuisance to the neighborhood.

XII.

Grass and weeds on each site conveyed must be kept mowed at regular intervals as may be necessary to maintain such site in a neat and attractive manner. Ditches abutting said property must be kept in good condition. Until a home or residence is built on said site the Developer shall have the right to have the grass and weeds cut and ditches maintained when and as often as in their judgment same is necessary, if the owner/owners fail to do so and the owner/owners of said site/sites shall be held by the acceptance of such deed to be obligated to pay the Developer for the cost of such work.

XIII.

Developer reserves the necessary easements and rights-of-ways for constructing, maintaining and repairing all pipes, conduits and ditches necessary for the construction and maintenance of a system of drainage and a system of sewerage and a supply of water, gas, and for constructing, maintaining and repairing a system providing for light and power, telephone and telegraph service to said area and the inhabitants thereof, for the purposes incident to the development and use of said property as a suburban home community. Neither the OWNER nor any utility company using the easements or rights-of-way as reserved by plat of this Subdivision filed for record in the Map Records of Washington County, Texas, shall be liable for any damages done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, or other property of any owner situated on the land covered by the easements or adjacent to said rights-of-way.

XIV.

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

XV.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

said covenants in whole or in part.

XVI.

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 or to recover damages.

XVII.

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

XVIII.

YEGUA DEVELOPMENT CORPORATION reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

XIX.

The above covenants and restrictions are made a part of the Dedication of the Section 2, Oak Hill Acres, upon the Public Records, and the deed to each lot purchased shall convey the same to the purchaser subject to such covenants and restrictions, and his observance thereof shall constitute a part of the consideration for said lot so conveyed; a copy of such covenants and restrictions shall at the time be furnished each purchaser, and he shall sign a statement that he will agree to abide by and carry out the same so long as he owns any property in said Subdivision by every honorable means, and the same shall constitute a contract with the Developer and the other lot owners in said Subdivision. Wherever the word "Developer" is used herein, means the YEGUA DEVELOPMENT CORPORATION of Houston, Texas, the original owner of all lots in said Subdivision.

XX.

No oil, gas or distillate drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted in, on or upon any lot, nor shall oil wells, tunnels, tanks, mineral excavations or shafts for the purpose of producing or exploring for oil, gas or distillate, be permitted in, on or upon any lot. No derrick or other structure designed for use in boring or developing or producing of oil, gas or distillate shall be erected, maintained or permitted upon any lot or lots.

XXI.

The use of septic tanks will be permitted in this Subdivision, provided, however that each lot in said Subdivision will be limited to one septic tank the minimum size of which will be 500 gallons and each such septic tank will be provided with an adequate field of laterals to appropriately absorb the affluent from each such septic tank.

ORDER APPROVING SUBDIVISION

On this the day of June A.D. 1966, came on to be considered by the Commissioners Court of Washington County, Texas, the map or plat of SECTION 2, OAK HILL ACRES, located in Washington County, Texas, a part of the James Clark League.

It appearing to the Commissioners Court that said property has been duly subdivided by a Licensed Engineer, and the lots marked and designated thereon, together with the Streets, alleys and easements, in said Subdivision, and that said Subdivision has been dedicated by YEGUA DEVELOPMENT CORPORATION of Houston, Texas, in due form, and the Streets, alleys, and easements in said Subdivision have been dedicated to public use; and

It further appearing to the Commissioners Court that said Subdivision does not encroach upon any of said Streets abutting same and the restrictions therein mentioned are approved; and

It further appearing that the County Attorney, A. W. Hodde, Jr., has examined said plat and Dedication and found the same to be in due form, as required by Statutes, and has approved the same, the Commissioners Court of Washington County, Texas, is of the opinion that said map or plat and dedication should be, and the same is entitled to be filed in the public records of the County Clerk's Office of Washington County, Texas;

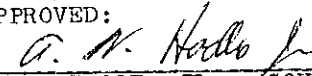
It is therefore ordered by the Commissioners Court of Washington County, Texas, that such map or plat of SECTION 2, OAK HILL ACRES, located out of the City Limits of Brenham in Washington County, Texas, be, and the same is hereby approved as Dedicated and the filing and recordation thereof is hereby authorized as required under Article 6626 and Article 6626a, Revised Civil Statutes of the State of Texas; and it is further ordered that a copy of such map or plat with such Dedication be, and the same is hereby ordered filed for record in the County Clerk's Office of Washington County, Texas, and it is further ordered that the property be henceforth assessed for taxes on the basis of lots shown in said Subdivision.

I, Chas. E. Wiede, Clerk of the County Court of Washington County, Texas, do hereby certify that the above and foregoing excerpt is a true and correct copy of a portion of the Minutes of the Commissioners Court of Washington County, Texas, held at the County Courthouse, on June 13th, 1966, and entered in the Minutes of the Commissioners Court of Washington County, Texas, in Volume J , Page 437 .


CHAS. E. WIEDE
Clerk of the County Court of
Washington County, Texas.

(Seal)

APPROVED:


A. W. HODDE, JR. - COUNTY ATTORNEY

FILED FOR RECORD
AT 3 O'CLOCK P. M.

JUN 13 1966
CHAS. E. WIEDE
COUNTY CLERK WASHINGTON COUNTY
BY 