

THE STATE OF TEXAS

COUNTY OF BURLESON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOHN V. DIETZ, TRUSTEE, of Washington County, Texas, the Owner of DEER FOREST SUBDIVISION, SECTION III, a Subdivision of Burleson County, Texas, made up of 65 lots, as shown on a plat recorded in Volume 196, Page 432, of the Deed Records of Burleson County, Texas, do impress all of the property included in such subdivision with the following restrictions:

I.

CHARACTER AND USE OF LOTS

- 1.01 Except as may be indicated on the recorded plat of the Subdivision, each and every lot therein shall be used for single family residential purposes only and for no other purpose.
- 1.02 No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 1.03 No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of or in connection with any lot, nor shall said lot in any way be used for other than strictly residential purposes.
- 1.04 No animals except dogs, cats or other household pets may be kept on any lot. Horses (no more than one per two acres) may, with the approval of the Association, be kept on said tracts, so long as the horses do not become a nuisance or cause a pollution problem.
- 1.05 Trash, garbage, and other wastes shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. All household and yard tools and equipment shall be kept out of sight in enclosed storage areas except when in use.
- 1.06 No use of any lot shall be made for any purpose that would result in the pollution of the waters above and below the surface of the Deer Forest Subdivision.
- 1.07 No excavation for stone, gravel, or earth shall be made thereon, except in connection with the erection of improvements.
- 1.08 No signs of any nature shall be permitted on any lot except with the written consent of the Association.
- 1.09 The grass and weeds on each lot shall at all times be cut to promote sanitation, health and appearance.
- 1.10 No tract may be subdivided into smaller tracts of less than two (2) acres. No subdivision of any tract shall occur prior to March 1, 1973.
- 1.11 All recreational facilities in the Subdivision shall be for the use and benefit of the property owners and their families only and are to be used by them at their own risk.

II.

BUILDING RESTRICTIONS

2.01 Except as may be indicated on the recorded plat of the subdivision, each and every lot therein shall be used for single family residential purposes only and for no other purpose.

2.02 Not more than one residence may be built on any one lot.

2.03 The floor area of any dwelling shall not be less than six hundred (600) square feet, exclusive of garage and porch. No dwellings shall be more than two stories in height, and no garage or building detached from the dwelling shall, without written consent of the Architectural Control Committee, exceed one story in height. No building or structure of any kind shall be located nearer than one hundred (100) feet from the front street line or fifty (50) feet from any side lot line or side street line or any rear lot line.

2.04 No dwelling shall be built to front or have its main entrance in any direction other than toward the abutting street, except that on corner lots the dwelling may front toward one or both of the streets or toward the intersection but must have a presentable appearance from each of the streets.

2.05 No structure shall be erected or placed on said lot unless built of solid, permanent material with pleasing exterior. No structure shall have tar paper, boxed or sheet metal construction, rolled brick siding, or similar materials on the outside walls. Outside materials for pitched roof shall be asphalt shingles or their equivalent. No trailer, trailer house, mobile home or similar structure may be placed upon any lot.

2.06 No building, fence, wall or other structures shall be built, placed, or altered on any lot until the construction plans and specifications and the plot plans showing the location thereof have been approved in writing by the architectural control committee. If construction is not commenced within six (6) months after such approval is obtained, a new approval shall be required. All improvements shall be completed within six (6) months from the beginning of construction.

2.07 All structures shall comply with all applicable laws and building codes, as well as all the restrictions herein.

2.08 No building shall be erected on any lot other than one single-family dwelling with an attached or detached garage, and such outbuilding or out buildings as is hereafter permitted for use as a barn, stable, or similar structure.

2.09 The materials used on the outside walls of any porch, garage, or other building appurtenant to the dwelling, shall be of the same material or materials architecturally compatible with the outside walls of the dwelling.

2.10 No structure of a temporary character, such as a tent or shack shall be placed on any lot at any time or used as a residence, either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the building it is intended to serve.

2.11 No house shall be moved from a point without a lot to a point within the same without a special written permit from the Architectural Control Committee, which may be granted at its discretion if it shall be shown that the structure to be placed on said lot would comply with all restrictions applicable to the lot whereon it is to be placed.

2.12 No fence or wall shall be constructed or hedge grown which shall exceed six feet in height. Except with approval from the Architectural Control Committee, no fence or wall shall be constructed in front of the front wall of the dwelling, and no hedge shall be grown in front of the dwelling in such a way as to interfere with the appearance of the dwelling.

2.13 All dwellings and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve their attractiveness. No exposed, untreated or unstained wood except deckings, shall be allowed.

III.

WATER AND SEWAGE DISPOSAL

3.01 No outside toilets shall be permitted. All lavatories, toilet and bath facilities shall be constructed indoors and shall be connected to a septic tank. Such septic tank must meet with recommended standards of the Texas State Department of Health and local health authorities and must be maintained in good working order.

3.02 Drainage of sewage or disposition of refuse, garbage or debris into a street, road, ditch, ravine, or other waterway, either directly or indirectly, is prohibited.

IV.

STREETS, CANALS, EASEMENTS AND UTILITIES

4.01 The Developer reserves unto itself, its successors and assigns, the right and privilege and an easement to use all streets and roads, waterways, public areas and easements shown on the recorded plat of the subdivision, for utility purposes and surface drainage. In addition, the Developer reserves unto itself, its successors and assigns an easement for utility purposes, in, on, over and under a strip ten (10) feet in width along the front and rear and each side of each and every lot in the subdivision.

4.02 Each lot owner is granted the right and privilege and an easement to use all of said streets, roads, and public areas, but subject to and conditioned upon the observance of the rules and regulations as may from time to time be promulgated by the Association for the use of such facilities and upon the payment of any and all dues, fees, charges and assessments, which may be imposed by the Association for the establishment and maintenance thereof.

4.03 Each lot owner must use any right, privilege and easement granted herein in such a manner as not to interfere with any other lot owner's use. No boat, boat trailer, truck, car, or trailer of any kind shall be parked or stored, except temporarily, on any street or road.

4.04 It is contemplated that the Association will maintain the streets and roads, and the public areas in good, sanitary condition so as to permit the use thereof by all lot owners at all times.

V.

THE ASSOCIATION AND THE MAINTENANCE FUND

5.01 The Developer binds itself to establish a nonprofit corporation under the Texas NonProfit Corporation Act to be known as the Deer Forest Property Owners Association. Among the purposes for which the corporation shall be established are to promote the civic interests of persons owning or occupying lots in the subdivision, to promote the safety and health of such persons, security protection for such persons, and to promote the cleanliness, beautification and protection of the property in the subdivision.

5.02 To accomplish its purposes, the Association shall have the right to make rules and regulations to govern the use of all streets and roads, and other public areas in the subdivision. It shall also have the right to make assessments against the lots in the subdivision for use in the maintenance of such streets and roads and other public areas.

5.03 Each lot owner shall be a member of the Association by virtue of his ownership. Each lot owner in a subdivision subsequently platted by the Developer shall likewise be a member of the Association. Each member shall have such rights and privileges, in connection with the Association, as may from time to time be specified in its Articles of Incorporation and its By-Laws.

5.04 No sale, transfer, lease or other disposition of any lot shall be consummated unless and until the purchaser or transferee has applied for and has been approved as a member of the Association, and such approval has been certified on the proposed deed or other instrument of transfer. This restriction shall not apply, however, to a lending institution which may bid in any lot at a foreclosure sale, nor shall it apply upon the death of an owner to a transfer by will or intestacy pursuant to the laws of the State of Texas. Membership in the Association shall be conditioned upon observance of the rules and regulations established by it for the benefit and general welfare of its members, and conditioned upon payment when due of any dues, fees, charges or assessments.

5.05 If a lot shall be acquired by someone who has been approved for membership in the Association, or if an owner ceases to be a member of the Association, nonetheless, said owner hereby agrees that he will pay such such portion of the specific expenses required and expended by the Association solely for the maintenance of streets and roads, and public areas, that he would otherwise be required to pay if he was then in fact a member of the Association.

5.06 The Association shall have the right to enforce any and all of the protective covenants contained herein, and pursuant thereto has the right to contract for the performing of services which will remedy the breach of any covenant herein and assess the cost of said services against the particular lot owner involved.

5.07 The Association shall have a lien upon the lot of each owner, second only to the lien for taxes, any recorded deed of trust, mortgage or other security interest now existing or hereafter created, to secure the payment of the aforementioned dues, fees, charges, and all other assessments in favor of the Association.

VI.

THE ARCHITECTURAL CONTROL COMMITTEE

6.01 The Association shall establish an Architectural Control Committee and shall provide for the filling of any vacancy thereon. The Committee shall adopt rules governing the conduct of its business.

6.02 The Committee shall approve in advance any construction proposed for any lot in the subdivision. The Committee shall determine whether the same meets the specific requirements of these protective covenants. In addition, and without limitation, the Committee shall have the right to approve the type and size of the proposed structure, the quality of materials and workmanship, the harmony of the external design in relation to existing structures, and the location with respect to the topography of the property. The Committee shall formulate an established plan with regard to all such matters and shall make the same available to all lot owners.

6.03 The Committee shall have the power in specific cases where, owing to special conditions, enforcement of one or more of these protective covenants will result in hardship to the lot owner, to

make a special exception thereto, and may substitute other conditions therefor, so that the spirit of these protective covenants will be preserved.

VII.

GENERAL PROVISIONS

7.01 These protective covenants shall constitute covenants running with the land and shall be binding on and inure to the benefit of the Owners and Developer, their successors and assigns, and all persons claiming by, through or under them, until January 1, 1990, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Association and by a majority of the lot owners in the subdivision has been recorded, agreeing to a change therein in whole or in part.

7.02 These protective covenants may be amended at any time after January 1, 1975, by an instrument signed by the Association, together with a majority of the lot owners in the subdivision.

7.03 These protective covenants may be enforced by the Developer or the Association or by the owner of any lot in the subdivision, either by proceedings for injunction or to recover damages for breach thereof or both. When additional units are platted by the Developer, the owners of lots in the subdivision shall have standing to enforce the protective covenants applicable to the subsequent units, which shall be similar to but need not be identical to these protective covenants. Likewise, the property owners in such additional units shall have standing to enforce the restriction, covenants and conditions herein contained. However, only the Association or the Developer, or their successors or assigns, may file suit to collect any of the assessments or sums mentioned in Section V above or to enforce the foreclosure or any lien therein granted. Any suit hereunder shall be filed in any court of competent jurisdiction with venue to be in Burleson County, Texas.

7.04 Any one who has executed a contract to purchase any lot in the subdivision shall be deemed for all purposes hereunder to be the owner of such lot if he has under such contract the right to possession of such lot, whether or not such right is conditional or limited.

7.05 The Developer reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office location, and the right to place a sign or signs on any unsold lots. No lot in the subdivision owned by the Developer shall be subject to assessment by the Association, without the consent of the Developer.

7.06 If any provision or portion of these protective covenants shall be declared invalid by judgment, court order, or otherwise, it shall not affect or invalidate any other provision or portion thereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof or invalidate such provision or provisions.

EXECUTED this the 16th day of February, 1972.

DEER FOREST SUBDIVISION

BY John V. Diltz, Trustee
JOHN V. DILTZ, TRUSTEE

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THE STATE OF TEXAS X

COUNTY OF WASHINGTON X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN V. DIETZ, 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.

GIVEN under my hand and seal of office, this 16th day of February, 1972.

Carolyn Sue Maass

Notary Public in and for
Washington County, T E X A S



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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 18 DAY OF February, 19 72 AT 4:00 O'CLOCK P. M., AND DULY RECORDED ON 22 DAY OF February, 19 72 AT 2:00 O'CLOCK P. M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 196, PAGE 432-438

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 Myrle Kerne-gay DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

ORDER OF COMMISSIONERS' COURT APPROVING SUBDIVISION

On this the 15 day of FEB., 1972, came on to be considered by the Commissioners' Court of Burleson County, Texas, the proposed Subdivision to be known as DEER FOREST, SECTION III, in Burleson County, Texas, and also came on to be considered the map and plat of said Subdivision which is recorded in Volume 196, Pages 432-438, of the Deed Records of Burleson County, Texas, said Subdivision being a part of the S. H. Walker Survey, A-253, in Burleson County, Texas.

It appearing to the Commissioners' Court that said property has been duly subdivided by a licensed land surveyor, and that the lots are marked and designated thereon, together with the streets, alleys and easements in said Subdivision, and that said Subdivision has been dedicated by J. V. Dietz, Gerald A. Zernial, Floyd C. Reed and Milton L. Lewis, the Owners and Developers thereof, in due form, and the streets, alleys and easements in said Subdivision have been dedicated to public use.

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

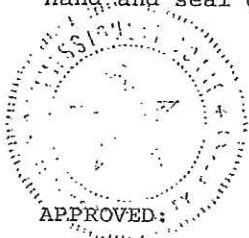
It further appearing that the County Attorney of Burleson County has examined the plat and dedication of said Subdivision and found the same to be in due form as required by the Statutes, and has approved the same, and the Commissioners' Court of Burleson County, Texas, is of the opinion that said plat and dedication should be, and the same is entitled to be filed in the Public Records of Burleson County, Texas, in the County Clerk's Office in said county.

IT IS, THEREFORE, ORDERED by the Commissioners' Court of Burleson County, Texas, that such map or plat of DEER FOREST, SECTION III, located outside of the City Limits of any town, city, or village in Burleson 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 of the Revised Civil

Statutes of the State of Texas; and it is further ordered that a copy of the map or plat of said Subdivision with the dedication thereof be, and the same is hereby, ordered filed for record in the County Clerk's Office of Burleson County, Texas, and it is further ORDERED that the property be henceforth assessed for taxes on the basis of lots shown in said Addition.

It is to be especially understood that the approval and acceptance of the dedication of and the authorization of the filing of the map or plat of this Subdivision by the Commissioners' Court as herein ordered shall in no manner obligate Burleson County, to keep, maintain or improve any street or alley shown upon the plat of said Subdivision, but Burleson County especially reserves the right to refuse to keep, maintain or improve any such street or alley in said Subdivision until such time as the appropriate authorities of Burleson County shall deem the assumption of such responsibility for the keeping and maintaining and improving of streets and alleys in said Subdivision to be justified.

I, John J. Toupal, Clerk of the County Court of Burleson County, Texas, do hereby certify that the above and foregoing excerpt is a true and correct copy of a portion of the minutes of a meeting of the Commissioners' Court of Burleson County, Texas, held at the County Courthouse on the 15 day of Feb., 1972, and entered in the Minutes of the Commissioners' Court of Burleson County, Texas, in Volume M, Pages 226-242, to certify which witness my hand and seal on this 29 day of MARCH, A.D. 1972.



James A. Gray
JAMES A. GRAY, COUNTY ATTORNEY
BURLESON COUNTY, TEXAS.

John J. Toupal
JOHN J. TOUPAL, CLERK OF THE COUNTY
COURT OF BURLESON COUNTY, TEXAS.

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Filed for Record April 7, 1972 at 1:30 P.M.
And Recorded April 11, 1972 at 4:30 P.M.
By

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