

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
TIMBER OAKS SUBDIVISION (SECTION III)

STATE OF TEXAS

§

COUNTY OF WASHINGTON

§

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1484

WHEREAS, the GREGORY E. APPEL AND JOHN J. APPEL PARTNERSHIP, a Texas General Partnership (hereinafter the "Developer") is the Owner and Developer of the subdivision in the City of Brenham (the "City"), Washington County, Texas, known as TIMBER OAKS SUBDIVISION (SECTION III), according to the Plat thereof recorded in Slide 648A-648B, Plat Records of Washington County, Texas (hereinafter the "Plat"), which subdivision is hereinafter sometimes called "Timber Oaks" or the "Subdivision."

WHEREAS, Developer desires to create and carry out an organized and uniform plan for the improvement, development, sale, and possession of all the numbered lots shown in the Plat (hereinafter collectively the "Lots" or severally as a "Lot") for the benefit of present and future owners of Lots in Timber Oaks (hereinafter collectively called the "Owners" or severally as an "Owner").

NOW, THEREFORE, Developer hereby adopts and establishes the following reservations, restrictions, covenants, and easements (herein sometimes collectively called the "Restrictions") to apply (a) in the use, maintenance, occupancy, preservation of value, and conveyance of all Lots in the Subdivision and (b) to use in each contract or deed, which may be executed, delivered, and accepted. By acceptance of a contract, deed, or other conveyance therefore, whether or not it shall be so expressed in the deed or other conveyance, each Owner shall be deemed to covenant and agree to the following reservations, restrictions, covenants, and easements, regardless of whether or not such reservations, restrictions, covenants, and easements are set out in full or referenced in said contract or deed.

1.

BUILDING SITE

**1.01 Building Site Defined.** As used in these Restrictions, the term "Building Site" means all, or all plus a part or all of an adjacent Lot, of the Lots in the Subdivision.

**1.02 Subdividing Lots.** No Lot shall be further divided or subdivided without the prior approval of Developer. Adjacent Lots may be consolidated into a single Lot by the Owner of such adjacent Lots subject to the approval of the City and Developer.

## 2.

**SINGLE FAMILY RESIDENTIAL PURPOSES ONLY**

**2.01 Single Family Residential Purposes.** No Lot or Building Site shall be used for any purpose except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Building Site other than a single family type dwelling and garage, together with any permitted outbuilding. No business or commercial activity may be conducted at any residence. Business or commercial activity shall not include activities which are (1) incident to the use of a Lot as a residence and (2) cannot be detected from the exterior of the residence by sight, sound, smell, or any other sense and (3) does not occupy more than ten percent of the area enclosed by a residence and garage. Not more frequently than annual garage sales are permitted.

No restriction against business or commercial activity shall apply to activity conducted by Developer or conducted by Builder with approval of the Developer with respect to the Subdivision and the sale of properties therein.

**2.02 Single Family Dwelling.** A Single Family Dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the Owner of the residence, his or her spouse, his or her children, and/or his or her parents; or
- b) A residence occupied by nor more than two unrelated individuals and lineal descendants thereof, or
- c) A residence occupied by either the Owner, the spouse of the Owner, the parents of the Owner, or the lineal descendants of the Owner and their authorized guests, but which is not used by such persons as a rooming or boarding house for unrelated persons; or
- d) A residence occupied by not more than four unrelated persons and lineal descendants thereof under a lease agreement with the Owner of the residence; or
- e) A residence occupied by a single family unit consisting of not more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

**2.03 Development Facilities.** No provisions in these Restrictions shall be construed to prevent the Developer, or any real estate agent or homebuilder as approved by Developer, from erecting, permitting, or placing such facilities or structures, either permanent or temporary, of whatever nature, on a Lot or Lots as may be necessary or convenient during the period of, and in connection with, the sale of Lots, or the construction or selling of new residences in the Subdivision. Such facilities may include, but shall not be limited to, a

temporary office building, storage area, signs, portable toilet facilities, and sales offices. The Developer, or Developer's designated agent, shall also have the right to use a residence, situated on a Lot, as a temporary office or a model home during the period of, and in connection with, construction and sales operations in Timber Oaks.

### 3.

#### ARCHITECTURAL CONTROL COMMITTEE

**3.01 Architectural Oversight.** No building or other improvements shall be erected, placed, or altered on any Building Site until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved prior to construction by a majority of the Architectural Control Committee (hereinafter sometimes called the "Committee") as to the quality of workmanship and type of building materials; harmony of external design with existing structures; and location with respect to topography, easements, building lines, and finish grade elevation. The Architectural Control Committee shall consist of four (4) members, whose names are Gregory E. Appel, John J. Appel, Susan Appel, and Beth Appel, and upon election, the first President of the Timber Oaks Owners Association (herein sometimes the "Association"). A majority of the Committee may designate an architectural representative to act for the Committee. In the event of resignation or impossibility to continue serving of any Member of the Committee, the remaining Members shall have full authority to designate a successor. When all Lots in the Subdivision, including any additional Lots added and phased into the Subdivision as set forth in Section 30 hereafter, have been improved with houses meeting the standards provided for herein, the terms of Gregory E. Appel, John J. Appel, Susan Appel, and Beth Appel will automatically expire and the designation of Members of the Committee will be the exclusive responsibility of said Association. The Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The designated representative of the Committee may be compensated for services rendered as may be provided by the Committee. The Committee's approval, or disapproval, as required herein, shall be in writing. If the Committee or the Committee's designated representative fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to the Committee, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of improvements, approval will not be required, and the related covenants shall be deemed to have been fully satisfied. It is stipulated, however, that to be approved by any methodology, all construction on any Building site must comply with all requirements of these Restrictions.

**3.02 Architectural Committee Rules.** The Committee shall have authority from time to time to adopt rules and regulations, both procedural and substantive, not in conflict with this Declaration as the Committee deems proper or necessary to an organized and uniform plan for improvement, development, sale, and possession of Lots within the Subdivision.

**3.03 No Waiver of Future Approvals.** The approval and consent of the Committee or the Committee's representative of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Committee,

shall not be deemed to constitute a waiver of any right to withhold approval or consent as to other plans and specifications, or other matters whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

**3.04 Work in Progress.** The Committee may, at its option, inspect all work in progress to ensure compliance with approved plans and specifications.

**3.05 Non-Liability of Committee Members.** Neither the Committee nor any Member thereof shall be liable to the Association or to any Owner or any other person for loss, damage, or injury arising out of their being in any way connected with the performance of the duties of the Committee under this Declaration.

#### 4.

### DWELLINGS

**4.01 Dwelling Size.** The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 2,000 square feet, exclusive of the garage, open porches, breezeways, outbuildings, or outdoor kitchens for Lots within Block 1 of Section III of the Subdivision. The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 2,400 square feet, exclusive of the garage, open porches, breezeways, outbuilding, or outdoor kitchens for Lots within Block 2 of Section III of the Subdivision. Each residence shall have a minimum of 1,400 square feet of air conditioned area on the first floor. No residence shall be more than two stories exclusive of any basement.

**4.02 Roofs.** The roof of each residence shall be of a roof pitch no less than 7/12. Roof materials shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved by the Committee. No solar panels shall be located on a front facing roof or front yard.

**4.03 Exterior Construction Materials.** All residences on a Lot shall be constructed 80% of brick, rock, or other masonry material. 20% of the residence may be constructed of Hardy type materials.

#### 5.

### BUILDING LINES

**5.01 Restriction on Building Location.** No building shall be located on any Building Site nearer to the front Lot line, or nearer to the side street line, than the minimum set back lines shown on the Plat for the applicable Section of the Subdivision. No building shall be located nearer to a rear Lot line than the rear set back or easement line.

6.

**FACING OF RESIDENCES**

**6.01 Orientation of Residences.** Residences on corner Lots shall face the street from which the greater building setback is shown on the Plat. This requirement may be waived by the Committee, if, in the Committee's sole opinion, the conditions warrant the change or waiver.

7.

**MATERIALS REQUIRED**

**7.01 Approved Materials.** Only new construction material (except masonry) shall be used in constructing any structures in the Subdivision.

**7.02 Exterior Colors.** Exterior colors (for residence, mailbox, fence, roof, and other residential appurtenances), stone or other masonry colors and exterior shutter or door colors all must be approved in writing by the Committee. This includes initial construction and any repainting, refurbishing, or remodeling after initial construction.

**7.03 Occupancy of Residence.** No structure shall be occupied or used until the exterior construction thereof is completed, the interior construction is substantially completed and a certificate of occupancy has been issued by the City.

8.

**GARAGES, CARPORTS, AND OUT BUILDINGS**

**8.01 Garages.** Each and every residential structure shall have a garage to be constructed at the time of construction of the main residence, and shall be constructed for not less than two (2) nor more than three (3) automobiles unless otherwise approved by the Committee. No garage shall ever be changed, altered, enclosed, or otherwise converted for any purpose other than for the housing of automobiles or other vehicles unless approved by the Committee. All building materials must be of the same nature as the materials used on the main residential dwelling and all garage walls must be constructed of the same material, or other similar material, as the exterior of the main residential dwelling. Detached garages are permitted with approval of the Committee. All garages must have automatic garage door openers.

**8.02 Outbuildings.** Any storage buildings, outbuildings, or other structures must be located in the rear yard and screened with fencing from view from streets adjoining the Lot containing such structures. Any such additional building structures shall be only one story and their location, height, size, building materials, and colors must be approved in writing by the Committee, prior to construction or prior to being moved onto a Lot. There shall be no privy or toilet exterior to the residence except during construction of the residence.

**8.03 Garage Enclosure.** Unless approved in writing to the contrary by the Committee, garages may not be enclosed unless the original size of garage door is continuously maintained and the visible portion of the residence from the street is not altered. Window unit air conditioners, seen from any street, are not allowed anywhere in the residence structure, including an enclosed garage area. In no way shall the fact that a garage has been enclosed be visually detectable from the street. No exterior door or window may be added to the front of the house within or in place of, the original garage door if a majority of the garage is enclosed. Additionally, any enclosure of the garage must be approved in writing by the Committee.

**9.  
EASEMENTS**

**9.01 Reserved Easements.** Easements for installation or maintenance of utilities, access and drainage are reserved as shown and provided for on the Plat. No buildings or other permanent structures are allowed on these easements, except for driveways, sidewalks, culverts, foot bridges, porches, and fences. Any construction over and across any drainage easement must be approved by the City. All easements are to be maintained by the Owners of the Lots where the easements exist. The repair and maintenance of fences built by the Owner of a Lot, and damaged by others having legal access to the easement, will be at the expense of the Owner. The Owner will permit access to any easement by the City or utility provider.

**10.  
NUISANCES PROHIBITED**

**10.01 Nuisances Prohibited.** No noxious, loud, or offensive activity shall be permitted upon any portion of the Subdivision, nor shall anything be done on any Lot which may be or become an annoyance or nuisance occupants of the Subdivision.

**11.  
TEMPORARY STRUCTURES PROHIBITED**

**11.01 Temporary Structures.** Save as provided in Section 2.03 hereof, a structure of temporary character, including but not limited to, mobile homes, recreation vehicles, trailers, tents, shacks, garages, barns, basements, or other outbuilding, shall not be used on any Lot at any time as a residence, either temporarily or permanently.

**12.  
SIGNS & WINDOW SCREENS**

**12.01 Signs.** No signs of any kind shall be displayed to the public view on any Building Site or Lot, except such signs as shall have been approved by the Committee, except one professional sign of not more than two square feet advertising a property for sale or rent, or signs used by a Builder or by the Developer that advertise property during the construction

and development of the Subdivision. Generally speaking, signs that promote the sale of items or goods other than homes or Lots will not be permitted. Any political signs may only be displayed within sixty (60) days prior to a scheduled public election and seven (7) days following such date.

**12.02 Windows.** No foil paper, cardboard, plywood, newspaper, sheets, or other bed linen, or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for an emergency period of three (3) weeks or less. The Committee's decision about the suitability of window coverings shall be final.

### 13.

#### NO MINING OPERATIONS

**13.01 Mining.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Lot, nor shall any mineral wells, pumps, compressors, tanks, tunnels, mineral excavations, or shafts be permitted upon any Building Site. No derrick or other structure designed for use in boring for oil, natural gas, or any other mineral or substance, shall be erected, maintained or permitted on any Lot.

### 14.

#### LIVESTOCK

**14.01 Pets and Livestock.** No animals, livestock, poultry, or insects of any kind shall be raised, bred, or kept on any Lot, except that dogs (excluding Pit Bulls, Chows, Rottweilers, Dobermans or any dog with a wolf mix, which are strictly prohibited), cats, fowl, or other household pets may be kept if they are not used, maintained, bred, kenneled, or housed for any commercial purposes, and provided such pets do not become a nuisance to occupants of the Subdivision. All dogs shall be fenced. No dogs are allowed with a record of aggressive behavior or instances of biting. Not more than four (4) animals in aggregate, excluding young or not more than six months of age, may at any time be kept, bred, or maintained upon a Lot.

### 15.

#### MAINTENANCE OF BUILDING SITES AND LOTS

**15.01 General Maintenance.** All Building Sites and Lots, whether improved or unimproved, shall be regularly mowed and kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted. No Owner of any Lot shall permit the accumulation or burning of garage, trash, refuse, or rubbish of any kind thereon.

**15.02 Vegetation.** Those portions of each improved Lot that are visible from the street, primarily the front yard, shall be maintained with domestic grass and/or suitable ground cover, integrated with an natural trees and bushes that may be incorporated into the

landscaping. In any case, whether a yard is primarily covered with grass and/or ground cover or largely covered with natural growth, the yard shall be kept in a manner consistent with a well-maintained attractive neighborhood. No more than 25% of the front of a Lot may be paved.

**15.03 Effect of Vegetation Not Maintained.** If the Owner of any Lot fails to keep the grass and vegetation cut as often as may be necessary to maintain the Lot in a neat and attractive condition, the Association or Developer may have the grass or vegetation cut, and the Owner shall be obligated to pay, or otherwise reimburse the Association or Developer, for the cost of such work. By acceptance of a grant deed, each Owner in the Subdivisions grants to the Association and Developer authority to enter upon such Owner's property without threat of trespass or other liability against the Association excepting willful misconduct by Association, its officers, employees, and agents.

**15.04 Outdoor Equipment.** No clothes lines, yard equipment (including lawn chairs, benches, tables, swings, and the like), outdoor cooking equipment (barbeque pits, hibachis, and the like), play equipment (swing sets, slides, pool, etc.), wood piles or storage piles shall be in a front yard. The same shall be kept screened by a solid wood or masonry fence, service yard, drying yard, or other similar facility as herein otherwise provided, so as to conceal them from view of streets. Tool sheds, fences, and any other construction or improvement shall be subject to approval by the Committee. No fences may be built on the front of any Lot unless approved in writing by the Committee. The Committee shall have the right to enforce action to remove violations by injunctive relief if necessary to assure aesthetic quality of the Subdivision.

**15.05 Water Wells.** All water wells shall be in the rear of a Lot.

**15.06 Lighting.** No exterior lighting of any sort shall be installed or maintained on a Lot, where the light source is offensive or a nuisance to neighboring properties, except for reasonable security or landscaping lighting that has the approval of the Committee.

**15.07 Machinery and Equipment.** Without the approval of the Association or Developer, no machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in Washington County, Texas, in connection with the use, maintenance, or construction of a private residence or appurtenant structures.

## 16. VEHICLES

**16.01 Inoperative Vehicles.** No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded, or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any Lot. If visible from the street for a period longer than 72 hours, such violative vehicles shall be subject to being towed away by the Association or Developer

at the Owner's expense. No repair work of any kind may be performed on any vehicle on any Lot, street, or driveway. Such repair work may only be performed within an enclosed garage.

**16.02 Allowed Vehicles.** No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment, or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, travel trailer, or recreational vehicle, may be kept on the street in front of any Lot, or upon any Lot, unless it is kept inside the garage or yard areas, behind fences or walls, and concealed from public view (unless belonging to a visitor and parked not greater than 24 hours). No vehicle or any kind may be parked on lawn areas for any reason. These Restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair, and maintenance of the Subdivision or of any properties in the Subdivision.

**16.03 Vehicle Parking.** Passenger vehicles may be parked on the street in front of Lots overnight. Any vehicle parked for a longer time may be towed away by the Association or Developer at the Lot owner's expense. This Restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit residents from using the street as the usual overnight parking for vehicles.

**16.04 Recreational Vehicles.** No motorcycles, motorbikes, dirt-bikes, motor-scooters, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any Lot or on any street in the Subdivision.

**16.05 Vehicle Omissions/Operation.** Furthermore, no motor vehicle that is operated, either legally or illegally, on the Lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance, or annoyance to residents of the Subdivision.

**16.06 Dangerous Substances.** No vehicle normally or actually used for the transportation of inflammatory, explosive, or other hazardous or dangerous substances may be kept within the Subdivision or any streets within the Subdivision.

## 17.

### STORAGE OF MATERIALS

**17.01 Building Materials.** No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence construction of improvements, and then, only if such material shall be placed within the property lines of the Lot being improved. No building materials, material scraps, stumps, trees, underbrush, or any refuse of any kind, shall be placed on any other Lots, streets, or easements in the Subdivision, other than the Lot being improved. All such material, if not disposed of immediately, must remain

on the Lot upon which the construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the Lot.

## 18. GARBAGE AND REFUSE

**18.01 Trash.** All Lots shall at all times be kept in a clean, sanitary, and attractive condition. No Lot shall be used or maintained for storage of materials, nor as a dumping ground for rubbish, trash, garbage, or other waste. All household waste shall be kept only in sanitary containers provided, or approved, by the City. No garbage cans or refuse containers shall be placed or permitted to remain at the front of a Residence either within the street or on the Lot or right-of-way, except upon those days scheduled for garbage and refuse collection by the City or a privately contracted collector. All garbage cans or refuse containers shall be returned to their customary storage area within eighteen (18) hours of garbage collection.

## 19. FENCES, WALLS, AND MAILBOXES

**19.01 Fences.** No fence, wall, or any other structure shall be erected, added, or placed on any Lot, only the rear or side of a residence. There shall be no fences erected in the front yard of a residence. All fences, walls, and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the Committee prior to construction. No fence shall be constructed of chain link, barbed wire, cattle panel, or similar materials. Each individual Owner is responsible for keeping, repairing, replacing, and maintaining any existing fence or wall that is on the Owner's Lot or adjacent right-of-way. All fences will be made of cedar, spruce, fir, pine, redwood or ornamental metal unless otherwise approved by the Committee. Cyclone fences are allowed only if fully screened from public view (i.e., "dog runs"); however, any and all such cyclone fences and the use thereof must first be approved in writing by the Committee. Fences may be reasonably stained to enhance natural appearance but are not to be painted unless approved by the Committee. The "good side" of the fence (that is, the side that shows fence slats or pickets only) shall always face the public street closest to such fence. Final approval of fencing and its facing shall be at full discretion of the Committee.

## 20. CONSTRUCTION STANDARDS

**20.01 Codes.** All construction must meet the requirement and specifications set forth by the City's building codes and ordinances. Where not otherwise specified by such codes and ordinances, the requirements set forth by these Restrictions shall prevail. No manufactured, modular, or mobile home shall be permitted in the Subdivision. All houses are to be built on complete concrete slabs that comply with the local building code.

**21.  
FIREARMS**

**21.01 Guns/Fireworks.** The use or discharge of pistols, rifles, shot guns, or other firearms or firecrackers/fireworks is expressly prohibited in or on any part of the Subdivision. No hunting or trapping of any kind is allowed in the Subdivision. Trapping of nuisance animals, not game animals, is allowed.

**22.  
ANTENNAE**

**22.01 Antennae and Dishes.** No external antennas of any kind shall be permitted on any Lot within the Subdivision without prior written approval of the Committee as to antenna size, height, placement, and visibility. No satellite antenna nor any antenna dish may be parked, erected, or installed either permanently or temporarily, on any Lot, except in backyard areas where it is substantially concealed from public view.

**23.  
OBLIGATION OF LOT OWNERS**

**23.01 Familiarity With Restrictions.** It is the obligation of each individual Owner to familiarize himself or herself with these Restrictions and to fully and completely comply with them. The Committee, the Association, or any Owner in the Subdivision is authorized to initiate any legal action necessary to enforce these Restrictions.

**24.  
TIMBER OAKS OWNERS ASSOCIATION**

**24.01 The Association.** At some time before all Lots are sold by the Developer, there shall be formed a mutual non-profit corporation under the laws of the State of Texas, in which the Owner of each Lot in the Subdivision agrees to become, and shall be, a Member. Membership shall be limited to the purchasers and Owners in the Subdivision. The said non-profit corporation shall have as its purposes and duties the enforcement of these Restrictions and payment of any and all legal and other expenses in connection therewith; the maintenance, preservation, and improvement of any common areas within the Subdivision; and every Lot therein, a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets; providing for security guards and/or security aids; appointing members to the committee and keeping it accountable to members, so far as it may lawfully act; maintaining communication among neighbors; engaging in common interest issues; and transacting other business as may be permitted by law. Each member of said Association agrees to pay to said corporation, when formed, dues or assessments for such purposes which may be fixed by law or by lawful acts of the Associations' Board of Directors. The initial dues payable to the Association shall be \$100.00 per year. Such sum shall be payable annually. In any calendar year dues and assessments shall never increase by more than ten percent (10%) of the amount payable in the prior year except upon written

approval to the contrary of owners of not less than ninety percent (90%) of the Lots in the Subdivision. The Association may contract with any third party, for the collection of its dues. By contractual agreement herein stated, the Association has an automatic right to post a lien on any property on which the assessments are in arrears. Such lien shall in all respects be subordinate and inferior to third party purchase money liens created in connection with acquisition of property and improvements in the Subdivision.

**24.02 Organization of Association.** It is understood and agreed that the articles of incorporation and by-laws of said corporation shall provide for substantially the following definitions:

Membership: Every person or entity who is a record Owner in the Subdivision (which by covenants or record is subject to assessment by the Association) shall be a Member of the Association, provided that any such person or entity does not hold such interest merely as a security for the performance of an obligation.

**24.03 Voting Rights:** The Association shall have two classes of voting memberships:

Class A: Class A members shall be those Owners other than the Developer or a contracted or speculative Builder as defined by the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership. When more than one person holds such interests or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B: Class B members shall be the Developer and Builder. The Class B Member shall be entitled to four votes for each Lot in which it holds the interest required for Membership, provided that the Class B Membership shall cease and become converted to Class A Membership on the occurrence of any of the following events, whichever is first:

- (a) When the Lot is sold to a third person other than a Developer or Builder.
- (b) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member and entitled to one vote for each Lot in which the Class B Member holds the interests required for Membership.

**24.04 Continuity of Association.** It is further understood and agreed that the articles of incorporation shall provide that the corporation's existence shall be perpetual and that the Developer, as incorporator, shall have the right and duty to appoint the initial Board of

Directors of the Association and take all other steps necessary to assure the creation, existence, and organization of the corporation.

25.

**PERIOD OF RESTRICTIONS**

**25.01 Expiration of Restrictions.** These Restrictions are to run with the land and shall be binding on all parties and all persons for a period of twenty (20) years from the date this instrument is first recorded. Thereafter, said reservations, restrictions, covenants, and easements shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the majority of the Owners of the Lots within the Subdivision, has been recorded agreeing to change, amend, or cancel said Restrictions, in whole or in part.

26.

**ENFORCEABILITY**

**26.01 Enforcement.** The Restrictions set out herein are for the benefit of any Owner in the Subdivision, said Owner's heirs, executors, administrators, or assigns, and the Association. Accordingly, all Restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

**26.02 No Warranty of Enforceability.** While Developer has no reason to believe that any of the Restrictions are or may be invalid or unenforceable for any reason or to any extent, Developer makes no warranty or representation as to the present or future validity or enforceability of any such Restrictions. Any Owner acquiring a Lot in reliance upon one or more of the Restrictions shall assume all risk of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Developer harmless therefrom.

27.

**SEVERABILITY**

**27.01 Invalidity.** Invalidation of any one or more of these Restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

28.

**RIGHTS OF MORTGAGEES**

**28.01 Mortgagees.** Any violation of any of the Restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any Lot at the time the Restrictions may be violated.

**29.**  
**AMENDMENT**

**29.01 Amendment Procedure.** The Restrictions may be amended in whole or in part by the Developer at any time prior to sale of any Lot hereinabove contained to a third party exclusive of home builders. Thereafter, these Restrictions may be amended by a vote of not less than a majority in interest of all Owners in the Subdivision.

**30.**  
**ADDITIONAL PHASES**

**30.01 Further Development.** Developer reserves the right to incorporate additional property or phases within this Declaration by supplemental declarations hereafter, provided that the property so included shall be thereafter charged with all obligations, responsibilities, dues, assessments, and charges applicable to other Lots in the Subdivision from the effective date of such supplemental declaration.

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Witness my hand this 23<sup>rd</sup> day of March, 2016.

GREGORY E. APPEL AND  
JOHN J. APPEL PARTNERSHIP,  
a Texas General Partnership

By: *Gregory E Appel*  
GREGORY E. APPEL, Partner

*John J Appel*  
JOHN J. APPEL, Partner

STATE OF TEXAS §  
§  
COUNTY OF WASHINGTON §

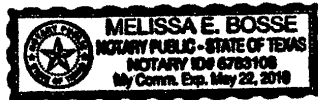
This instrument was acknowledged before me on this the 23<sup>rd</sup> day of March, 2016, by GREGORY E. APPEL, as Partner of the GREGORY E. APPEL AND JOHN J. APPEL PARTNERSHIP, a Texas General Partnership, on behalf of said partnership.



*Melissa E Bosse*  
Notary Public, State of Texas

STATE OF TEXAS §  
§  
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this the 23<sup>rd</sup> day of March, 2016, by JOHN J. APPEL, as Partner of the GREGORY E. APPEL AND JOHN J. APPEL PARTNERSHIP, a Texas General Partnership, on behalf of said partnership.



*Melissa E Bosse*  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**  
MOORMAN TATE HALEY UPCHURCH & YATES, LLP  
207 East Main Street  
Brenham, Texas 77833

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FILED FOR RECORD  
WASHINGTON COUNTY, TEXAS

2016 MAR 28 PM 1:43

*Beth A. Rothermel*  
WASHINGTON COUNTY CLERK

STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



MAR 29 2016  
*Beth A. Rothermel*  
Beth Rothermel, County Clerk  
Washington County, Texas