

FILE No. 815252

DECLARATION OF RESTRICTIONS

*Sect 3*

*Vol 450, Pg 47  
Deed Records*

File No.

THE STATE OF TEXAS §  
§  
COUNTY OF AUSTIN §

KNOW ALL MEN BY THESE PRESENTS:

That BRAZOS COUNTRY DEVELOPMENT CORPORATION, a Texas corporation (hereinafter referred to as "Dedicator") as the owner of certain land in Austin County, Texas, more particularly described in Exhibit A attached hereto, (the "Property") did cause to be recorded in Volume 1, Page 39 and 40 of the Map Records of Austin County, Texas, a subdivision plat ("subdivision plat"), a copy of which is attached hereto as Exhibit "B", which plat was adopted by Dedicator as its plan for subdividing the Property into lots and blocks as shown thereon, the same to be known as "BRAZOS COUNTRY SECTION 111," an Addition in Austin County, Texas; and

WHEREAS, Dedicator desired to subdivide and plat the Property and desires to subdivide and plat other land in and near BRAZOS COUNTRY SECTION 111 in installments, from time to time, so as to develop the same in an orderly manner with areas for single family residences, areas for condominiums, areas for apartments, areas for commercial development, areas for marinas, and areas for recreational uses, with their allied facilities; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for the development, improvement and use of those lots in BRAZOS COUNTRY SECTION 111 shown on Exhibit "C" attached hereto so as to provide for the preservation of the values and amenities in BRAZOS COUNTRY SECTION 111, and the maintenance of the facilities thereof for the benefit of the present and future owners of said lots:

NOW THEREFORE, BRAZOS COUNTRY DEVELOPMENT CORPORATION declares that those lots shown on Exhibit "C" attached hereto are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein.

I. DEFINITIONS

As used herein the following terms shall have the meanings indicated:

A. "Dedicator" shall mean, and where appropriate shall include the successors and assigns of BRAZOS COUNTRY DEVELOPMENT CORPORATION.

B. "The Property" shall mean BRAZOS COUNTRY SECTION 111, subject to the reservations set forth herein or on the subdivision plat, and any additional properties made subject to the terms hereof, pursuant to provisions set forth herein.

C. "Lot" shall mean a single piece or parcel of land shown as a numbered lot on the subdivision plat attached hereto as Exhibit "C", save and except those lots specifically set forth on said Exhibit "C" attached hereto. The term shall not include any area or tract designated as a recreational facility or as a private way or any area shown as "undeveloped".

D. "Corner lot" shall mean a lot which abuts on more than one private way or street.

E. "Outbuilding" shall mean any building improvement which is located on a lot but not connected to the residence.

F. "Owner" shall mean the record owner of any Lot, whether one or more, and shall not include those having an interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

G. "Association" shall mean the BRAZOS COUNTRY OWNERS ASSOCIATION, INC., a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, V.A.C.S. Art. 1396, for the purposes stated in paragraph III C below, and shall include the successors and assigns of such corporation.

## II. EASEMENTS

A. Easements designated on the subdivision plat as "private ways" shall provide Dedicator, its successors and assigns and the owners of the lots with the right of ingress to and egress from the area and facilities thereof and to adjoining land and are reserved as private ways, and no right of the public generally shall accrue in and to any of such ways. Dedicator reserves to itself the right to convey said easements or rights therein to the Association, to be retained by said Association for the benefit of the properties or, in the discretion of the Association, to be dedicated to the public as public ways and easements.

B. Easements designated on the subdivision plat as "private river and lake access easements" are reserved for the exclusive use of the designated Lots adjoining such easements to provide ingress to and egress from the Brazos River.

C. Dedicator reserves unto itself an easement and right to construct and maintain in, over and across the easements and streets shown on said subdivision plat, utilities of every kind, including but not limited to sewers, water mains, gas mains, irrigation systems, power and communication lines and all pipes, lines and other appurtenances in connection therewith. An easement 10 feet in width is hereby reserved along the front and an easement of 5 feet in width is hereby reserved along each side and back boundary line of each Lot as may be necessary for the installation and maintenance of said utilities and lines.

## III. RESTRICTIONS, COVENANTS AND RESERVATIONS

### A. USE OF LAND

1. Residential use only. No Lot shall be used for other than residential purposes and no building shall be erected, altered, or permitted to remain on any Lot other than one detached single family dwelling with a private garage or other covered parking facility approved by Dedicator, appropriate outbuildings approved under paragraph B 1 below, and servant's houses for use of bona fide servants. No soil or trees shall be removed for any commercial use. No trees with a diameter exceeding 2" shall be cut from any Lot without the prior written consent of Dedicator.

2. Temporary Structures. No structure of a temporary character, trailer, mobile or movable home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Provided, however, that during the construction of a residence on

a Lot, but not exceeding one (1) year, temporary construction buildings, may be placed on such Lot for the storage of tools and construction materials.

3. Storage. No Lot shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any Lot as residential property. Any tank used for the storage of any fluid or gas constructed or maintained on any Lot must be above the surface, enclosed and hidden from view.

4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any Lot, excepting (a) dogs, cats or other household pets not kept for commercial purposes, (b) no more than two (2) horses kept on Lots of less than one and one-quarter (1-1/4) acres with owners in residence, (c) no more than four (4) horses kept on any Lot over one and one-quarter (1-1/4) acres with owners in residence and (d) livestock kept by students participating in school sponsored activities on Lots with owners in residence as agreed upon in writing subsequent hereto by Dedicator; provided, however, that no more than a total of 3 cats and dogs shall be kept on any Lot and all animals permitted hereunder shall be kept within fences or upon a leash and all such animals shall be kept under sanitary conditions.

5. Firearms. Use of firearms on any part of the Property is prohibited except in areas that may be designated for such purposes by the Dedicator.

6. Nuisances. No noxious, offensive, dangerous or noisy activity shall be conducted on any Lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said Lot is located. Lots shall be kept clean and free of trash, garbage, debris, and fires shall be contained in a safe enclosure. No grass or weeds shall be allowed to grow to a height which is unsightly in the opinion of Dedicator or the Association. Dedicator or the Association shall have the right, after seven days' written notice to the owner of a Lot, to remove from such Lot accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the Lot owner for all reasonable costs thereby incurred.

7. Towers and Wires. No radio or television towers or aerial wires shall be maintained (a) over any part of any Lot not occupied by a structure or (b) over 35 feet.

8. Drilling and excavation. No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any Lot except upon the designated drilling sites to be designated by Dedicator. No sand, gravel or earth shall at any time be excavated or dug out of any Lot, except for the purpose of laying the foundation of a residence thereon, erecting such residence, improving the gardens or grounds thereof, or as permitted in paragraph B 13 of this Article with reference to docks and boathouses. No Lot abutting on the Brazos River shall be increased in size by filling in the water it abuts.

9. Water Wells. No water wells shall be drilled upon any Lot so long as water for domestic use shall otherwise be available to the owners of said Lots, but nothing herein shall be construed to prohibit (i) Dedicator or its assignees or nominee from drilling and equipping a well or wells on any property located in or near the subdivision for the purpose of supplying water to the owners of any Lots or (ii) wells drilled for the purpose of providing water to permitted livestock or for a cultivated area on the Lot if the owner is in residence on the Lot.

10. Advertising Signs. All advertising signs are prohibited without written consent of the Dedicator.

B. CONSTRUCTION OF IMPROVEMENTS

1. Approval of plans. No building, fence or structure of any kind, including sewage facilities, shall be erected or altered on any Lot until Dedicator (or the architectural committee of the Association if Dedicator has transferred its right of approval to such committee) has approved in writing:

(a) a plan for overall development of the Lot, including location of proposed structures, size and location of parking and storage facilities, fencing, screening and landscaping; and

(b) the plans and specifications for the proposed structure or alteration, including sewage facilities, if any, taking into consideration suitability of materials and design, specifications, conformity with plan for overall development of said Lot and aesthetic compatibility with surrounding property.

In the event of disapproval of any such plans, specifications, materials, designs or plot-plans, notice of such disapproval shall be delivered in person or by registered or certified mail addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice may set forth elements disapproved and the reason therefor, but need not contain suggestions as to methods to cure any matters disapproved. The judgment of Dedicator or its assigns in these matters and the exercise of its discretion shall be final and conclusive. If notice of disapproval of said plans, specifications, materials or plot-plans is not given within 30 days after same have been submitted, it will be presumed that they have been approved.

2. Floor area and maximum number of units. There shall not be erected on any single family residence lot a single family residence containing less than 1,800 square feet of floor area measured to exterior walls and exclusive of porches, patios and garages.

3. Building lines. No building or structure of any kind shall be erected or maintained on any Lot within 50 feet of a front line or within 15 feet of the side line of any Lot. For the purpose of these restrictions, eaves, steps and porches shall be considered as part of the building. Lots shall be deemed to front on all adjoining streets. Dedicator may, in its discretion, grant exceptions in writing to any or all of the requirements of this paragraph.

4. Outbuildings. Outbuildings shall be of design and construction compatible with that of the residential structure. No outbuilding shall exceed the residence in height, except upon prior approval of the Dedicator. Cooling towers and all other mechanical units must be screened to the satisfaction of the Dedicator.

5. Structures on easements. No structure, planting or other material shall be placed or permitted to remain within the easements referred to in Article II C which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot,

except for those improvements for which Dedicator, a public authority or utility company is responsible.

6. Sidewalks. No sidewalks shall be permitted in the parkway parallel with private ways, except after prior written approval by Dedicator but this provision does not exclude sidewalks or driveways from private ways or streets to the buildings.

7. Mail boxes. The location, size and design of all mail boxes shall be subject to the prior approval of Dedicator.

8. Sewage Facilities. All lavatories, toilets and bath facilities shall be installed indoors and where sewer service is not made available by Dedicator shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications as set out in the guidelines prepared by the health department adopted November 30, 1977, a copy of which shall be available at the office of Dedicator and the Association, and no outside or surface toilets shall be permitted under any circumstances. Owners of Lots to which Dedicator makes sewer service available, if any, shall be required to connect to, use and pay for same. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied.

#### C. GENERAL

1. Subdivision and combination of lots. No Lot shall be subdivided without prior approval of the Dedicator and shall never be subdivided into lots of less than one (1) acre; provided, however, that Dedicator expressly reserves the right to subdivide any Lot to which it shall hold title. However, two or more Lots be combined by an Owner and built upon as a single Lot and in such event such Lots so combined by an Owner and declared in writing to be so combined shall thereafter be treated as a single Lot for the purposes of these restrictions, including the assessment and subdivision provisions hereof.

2. Creation of the Lien and Personal Obligation of Assessments. The Dedicator, for each Lot owned within BRAZOS COUNTRY SECTION III, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and costs of collection thereof, including attorneys' fees, as hereinafter provided), shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs, and attorney's fees also shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the owners and residents in BRAZOS COUNTRY SECTION III and in other property covered by the jurisdiction of the Association and in particular for the improvement, maintenance and preservation of the roadways within the Subdivision ("Roadways"), services, and facilities devoted to said purposes. Such uses may include, but are not limited to, the cost of the Association of the following: all insurance,

repair, replacement and maintenance of the Roadways, maintenance of easements upon constituting a part of, appurtenant to or for the benefit of the Lots (including pipes and other facilities necessary or appurtenant to utilities serving more than one Lot); mowing grass; garbage pickup; pest control; or other similar charges that the Association is authorized to incur which the association shall determine to be necessary or desirable to benefit the Owners, including the establishment and maintenance of a reserve for repair, maintenance, and other charges as specified herein.

4. Basis and Maximum of Annual Assessments.

(a) Until January 1, 1980, the maximum annual assessment shall be \$125.00 per Lot.

(b) From and after January 1, 1980, the Association may increase the maximum annual assessment effective January 1st of each calendar year upon assent of at least fifty-one percent (51%) vote of the members who are voting in person or by proxy at the annual meeting or at a special meeting duly called for the purpose of increasing the annual assessment, written notice of which setting forth the purpose of the meeting shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. After consideration of current maintenance costs and future needs of the members and the Property and other property covered by the jurisdiction of the Association, the Association may levy the annual assessments at an amount not to excess of the maximum annual assessment approved by the members in accordance herewith.

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at 100%  
at 100%  
at 100%*

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an authorized expenditure, provided that any such special assessment shall have the assent of eighty percent (80%) of the votes of the members who are voting in person or by proxy at the annual meeting or at a special meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

6. Quorum for Any Action Authorized Under Sections 4 and 5. At any meeting, the presence, in person or by proxy, at the meeting of members entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to proper notice as set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be the presence, in person or by proxy, of members entitled to cast thirty percent (30%) of the votes of the membership. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots regardless of location, and shall be collected in accordance with the provisions of Section 8 hereof.

8. Date of Commencement of Annual Assessments: Due Dates. The Association shall fix the amount of the annual assessment

against each Lot to be assessed at least thirty (30) days in advance of each assessment year, which shall be the calendar year; provided, however, that the Association shall have the right to adjust the annual assessment upon thirty (30) days' written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted hereunder. Written notice of the annual assessment shall be sent as soon as is practicable to every Owner subject thereto. Upon sales of Lots by Dedicator, the annual assessment shall be due and payable on the date such Lot is conveyed and shall be prorated based upon the number of months remaining in that calendar year. After the first assessment year; the annual assessment for each succeeding calendar year shall be due and payable in advance on January 1st of that year. The Association shall, upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid and by the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9. Effect of Non-Payment of Assessments: Remedies of the Association.

(a) Affirmative and Independent Obligation to Pay Assessments. All payments of the assessments shall be made to the Association at its principal place of business in Austin County, Texas, or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with the Declarant, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be a continuing affirmative covenant both personal to the Owner (other than Dedicator) and any subsequent Owner of a Lot and a covenant running with the land. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for the payment of assessments attributable to a period prior to the date he purchased his lot.

(b) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, by not to exceed \$15.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency until paid at the rate of nine and one-half percent (9-1/2) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Subparagraph (c) hereof, foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorneys' fee, together with costs of action. Each owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection to such delinquent assessments. Under no

circumstances, however, shall Dedicator or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce attempt to enforce any assessments.

(c) Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Lot, and a copy thereof is recorded by the Association in the office of the County Clerk of Austin County; said notice of claim must recite a good and sufficient legal description of any such Lot, the record owner or reputed owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the legal rate, plus reasonable attorneys fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

(d) Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(e) Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed Fifteen Dollars (\$15.00), to cover the costs of preparing and filing or recording such release.

(f) Cumulative Remedies. The assessment lien and the rights to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its successors and assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

11. Insurance.

(a) The Association, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all damage or injury caused by the negligence of the Association or any of its agents. Premiums for all such insurance shall be common expenses payable out of assessments. All such insurance coverage shall be written in the name of the Association and the Owners in accordance with the terms of these Protective Covenants, and the Owners will cooperate with the Association by doing any and all such acts and things as may be necessary to effect such insurance.



(b) In the event that Dedicator pays, on behalf of the Association, the initial premiums for insurance obtained by the Association, Dedicator shall be reimbursed the full amount of such initial premiums by the Association upon demand made by Dedicator after the Association shall have collected sufficient assessments from the Owners with which to reimburse Dedicator.

12. Unsold Lots. Notwithstanding anything to the contrary herein, Dedicator 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 Lot or Lots.

13. Interpretation. In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of the Dedicator shall be final and binding on all interested persons.

14. Severability. All of the restrictions, covenants, and reservations appearing herein shall be construed together, but if any one or more of the same shall be held to be invalid or for any reason are not or cannot be enforced, none of the other restrictions, covenants and reservations shall be affected or impaired thereby but shall remain in full force and effect.

15. Enforcement. These restrictions, covenants, and conditions may be enforced by Dedicator herein or by the owner of any Lot in the Property either by proceedings for injunction or to recover damages for breach thereof, or both. However, only the Association may file suit to collect any of the charges, dues and expenses provided for herein, all of which shall be payable to the Association in Austin County, Texas, or to enforce foreclosure of any lien therein granted.

16. Duration. All of the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns, and all parties claiming by, through or under the Dedicator until January 1, 1997, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 1997 the owners of a majority of the Lots herein dedicated may, by written instrument duly executed, acknowledged and recorded in the Deed Records of Austin County, Texas release any Lot or Lots from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part, except that no such change shall affect or impair the rights and privileges retained by Dedicator with respect to any other land owned by Dedicator or change or modify any covenant or agreement of any Lot owner with respect to any such land.

17. Additional Subdivision. As recited in the preamble to this instrument, Dedicator intends to subdivide and plat other land in or near BRAZOS COUNTRY SECTION III from time to time so as to develop same as a part of BRAZOS COUNTRY SUBDIVISION, a subdivision in Austin County, Texas ("BRAZOS COUNTRY"). Dedicator has previously developed BRAZOS COUNTRY SECTION I and BRAZOS COUNTRY SECTION II. Dedicator therefore reserves the right to add to BRAZOS COUNTRY SECTION III from time to time other land in and near BRAZOS COUNTRY SECTION III; to place on such additional subdivided land such restrictions and covenants as to use, improvements and otherwise as Developer shall deem advisable, whether more or less stringent than those provided herein; to extend the private ways shown on Exhibit B attached hereto so as to serve

such additional subdivided land; to use the easements reserved herein to serve such additional subdivided land; and to grant to the purchasers of such additional subdivided land the right to become members of the Association and to use any recreational facilities and private ways provided for herein. It is specifically understood that Dedicator may, but is not obligated to, develop some additional land for single family residences, some for apartments, some for condominiums, and some for commercial uses and may at its election create and install recreational facilities. Unless otherwise provided in the instrument creating any such future subdivision of BRAZOS COUNTRY, all purchasers of Lots in BRAZOS COUNTRY SECTION III, and all purchasers of lots in such additional subdivisions shall be entitled equally to the use of all private ways and any recreational facilities provided for in such subdivisions, to enforce any restriction, covenant or condition provided for therein, to participate in any modification or change in said restrictions, covenants, and conditions under paragraph 16 above, and to become members of the Association, just as though all of said subdivisions had been created at one time and by one instrument.

18. Dedicator acknowledges that fourteen (14) lots in Brazos County Section III were granted, sold and conveyed by Dedicator to certain purchasers prior to the filing for record of this Declaration of Restrictions. Dedicator therefore agrees that the covenants, restrictions, easements, charges and liens set forth in this Declaration of Restrictions may be ratified, confirmed, adopted, and imposed by any owner or owners of any such lot or lots so previously conveyed by the execution of a separate agreement or agreements of ratification to be filed for record in the Office of the County Clerk of Austin County, Texas.

19. Dedicator shall have the right to grant to one or more corporations, partnerships or other entities the right to use the easements herein reserved for any of the purposes or uses for which such easements are designated; to grant and convey to its successors or assigns (or, at its election, to assign to the Association) the discretions, approval rights, and enforcement rights retained by Developer with respect to any of the Lots; and to grant to its successors or assigns the benefit of all provisions hereof which relate to any other land now owned by Dedicator.

20. All of the covenants and agreements undertaken or assumed by purchasers or owners of Lots hereunder, and all of the restrictions, covenants, liens and reservations imposed upon any of the lots hereunder, shall run with said lots and each of them and shall be binding on each purchaser from Dedicator and on such purchaser's heirs, administrators, executors and assigns.

EXECUTED on this the 30<sup>th</sup> day of October, 1981.

BRAZOS COUNTRY DEVELOPMENT  
CORPORATION

BY: John H. Young  
John H. Young, Vice-President

ATTEST:

Gus K. Eifler  
Gus K. Eifler, Secretary

THE STATE OF TEXAS §  
  §  
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally  
appeared John H. Young Vice- President of Brazos  
Country Development Corporation, a corporation, 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 for  
the purposes and consideration therein expressed, and as the act  
and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30<sup>th</sup> day  
of October, 1981.



Mary F. Placke  
Notary Public in and for  
Harris County, Texas

My Commission Expires:  
8-8-84

Mary F. Placke

EXHIBIT "A"

DESCRIPTION

42.08 acres of land situated in the Alex Somerville Labor and the J. Hensley Labor, Austin County, Texas, the subject 42.08 acres being more particularly described by metes and bounds as follows:

BEGINNING at the Southeasterly corner of Brazos Country, Section One, as shown on plat thereof recorded in Volume 1, Page 13 and 14, of the Map Records of Harris County, Texas;

Thence, S 44° 17' 26" E, a distance of 1,223.81 feet to the Northeasterly corner of Brazos Country, Section Two, as shown on plat thereof recorded in Volume 1, Pages 26 and 27, of the Map Records of Austin County, Texas, and being in the Northerly right-of-way line of Pecan Grove Road (based on 60.00 foot width) as shown on said plat;

Thence, S 00° 30' 00" W, with the Northerly line of Pecan Grove Road, a distance of 168.85 feet to the point of curvature;

Thence, in a Southerly direction along a curve to the right having a central angle of 11° 11' 00", a radius of 481.00 feet, an arc length of 93.88 feet to the point of tangency;

Thence, S 11° 41' 00" W, with the Northerly line of Pecan Grove Drive, a distance of 321.67 feet to an angle point;

Thence, S 19° 23' 00" W, with the Northerly line of Pecan Grove Drive, a distance of 158.43 feet to the point of curvature;

Thence, in a Southwesterly direction along a curve to the right having a central angle of 15° 37' 00", a radius of 699.00 feet, an arc length of 190.52 feet to the point of tangency;

Thence, S 35° 00' 00" W, with the Northerly line of Pecan Grove Road, a distance of 165.06 feet to the most Easterly corner of Lot 3, Block One, Brazos Country, Section Two;

Thence, N 55° 00' 00" W, with the Northerly line of Lot 3, Block One, Brazos Country, Section Two, a distance of 280.00 feet to the most Northerly corner of Lot 3, Block One, Brazos Country, Section Two;

Thence, S 27° 55' 27" W, with the most Westerly line of Lot 3, and a portion of Lot 2, Block One, Brazos Country, Section Two, a distance of 295.41 feet to the Southeasterly corner of Lot 8, Block 4, of the aforementioned Brazos Country, Section One;

Thence, N 41° 14' 00" W, with the Easterly line of Brazos Country, Section One, a distance of 1,234.52 feet to an angle point;

Thence, N 11° 13' 02" W, continuing with the Easterly line of Brazos Country, Section One, a distance of 380.63 feet to a point in the Southerly line of Standing Oaks Lane (based on 60 foot width) as shown on the aforementioned Brazos Country, Section One, from which the center of curvature bears, N 15° 41' 17" W, 395.00 feet;

Thence, in a Northeasterly direction with the Southerly line of Standing Oaks Drive, along a curve to the left having a central angle of 24° 36' 43", a radius of 395.00 feet, an arc length of 169.68 feet to a point of tangency;

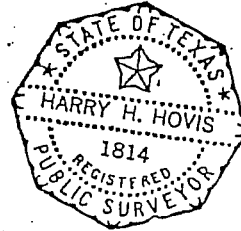
Thence, N 49° 42' 00" E, with the Southerly line of Standing Oak Lane, a distance of 167.90 feet to a point of curvature;

Thence, in a Northeasterly direction, with the Southerly line of Standing Oak Lane, along a curve to the left, having a central angle of 11° 24' 00", a radius of 1,030.00 feet, an arc length of 204.94 feet to a point of tangency;

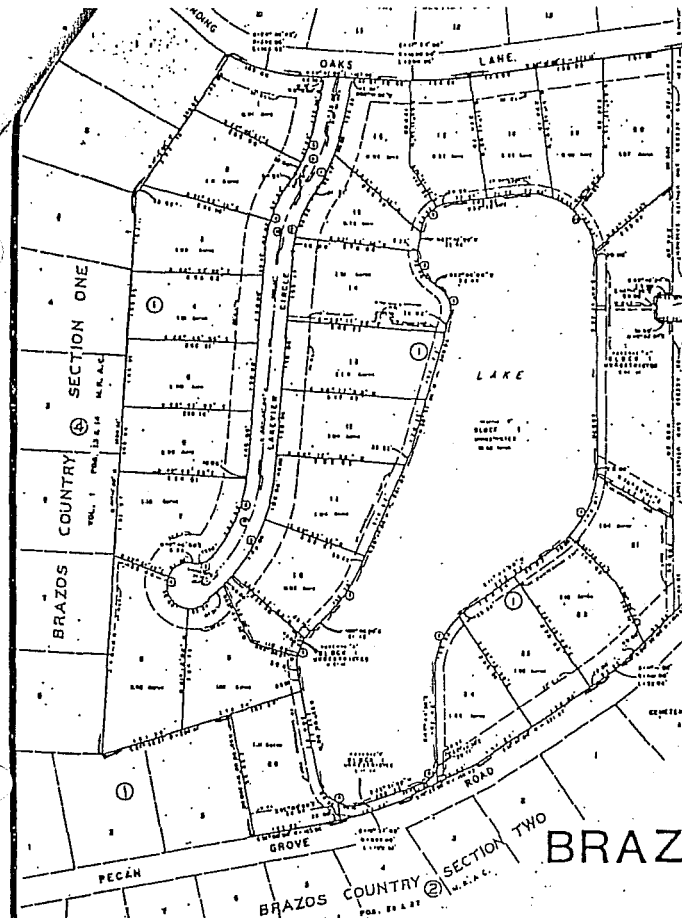
Thence, N 38° 18' 00" E, continuing with the Southerly line of Standing Oak Drive, a distance of 472.13 feet to the POINT OF BEGINNING and containing 42.08 acres of land.

RUSS/HINSHAW SURVEYING COMPANY

BY: 



October 22, 1979  
Job No: 77-017-03



SCALE: 1"=100'  
JANUARY, 1980

CURVE CHART			
RADIUS	CENTRAL ANGLE	ARC	CHORD
10	10	10.000	10.000
15	15	15.000	15.000
20	20	20.000	20.000
25	25	25.000	25.000
30	30	30.000	30.000
35	35	35.000	35.000
40	40	40.000	40.000
45	45	45.000	45.000
50	50	50.000	50.000
55	55	55.000	55.000
60	60	60.000	60.000
65	65	65.000	65.000
70	70	70.000	70.000
75	75	75.000	75.000
80	80	80.000	80.000
85	85	85.000	85.000
90	90	90.000	90.000
95	95	95.000	95.000
100	100	100.000	100.000

CURVE CHART			
RADIUS	CENTRAL ANGLE	ARC	CHORD
10	10	10.000	10.000
15	15	15.000	15.000
20	20	20.000	20.000
25	25	25.000	25.000
30	30	30.000	30.000
35	35	35.000	35.000
40	40	40.000	40.000
45	45	45.000	45.000
50	50	50.000	50.000
55	55	55.000	55.000
60	60	60.000	60.000
65	65	65.000	65.000
70	70	70.000	70.000
75	75	75.000	75.000
80	80	80.000	80.000
85	85	85.000	85.000
90	90	90.000	90.000
95	95	95.000	95.000
100	100	100.000	100.000

25 LOTS 1, BLOCK 4 RESERVES

RUSS / HINSHAW

# BRAZOS COUNTRY SECTION THREE

BEING 42.08 ACRES OUT OF THE ALEX SOMERVILLE LABOR, AND THE J. HENBLEY LABOR, AUSTIN COUNTY, TEXAS

**OWNER:**  
BRAZOS COUNTRY DEVELOPMENT CORPORATION  
A TEXAS CORPORATION  
JOHN YOUNG, VICE PRESIDENT    GUS K. EIFLER, III, SECRETARY

**NOTES:**  
1. All easements shown hereon are in accordance with the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30.  
2. The easements shown hereon are in accordance with the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30.  
3. The easements shown hereon are in accordance with the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30.

**WARRANTY:**  
The undersigned, John Young and Gus K. Efler, III, being officers of Brazos Country Development Corporation, a Texas Corporation, hereby warrant and defend the title to the above described premises, together with all improvements thereon, to the purchaser hereunder, subject to the easements and reservations hereon shown, and to the validity of the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30, and to the validity of the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30, and to the validity of the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30.

**WARRANTY:**  
The undersigned, John Young and Gus K. Efler, III, being officers of Brazos Country Development Corporation, a Texas Corporation, hereby warrant and defend the title to the above described premises, together with all improvements thereon, to the purchaser hereunder, subject to the easements and reservations hereon shown, and to the validity of the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30, and to the validity of the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30, and to the validity of the plat of Section Three, Brazos Country, Austin County, Texas, recorded in Public Records, Volume 1, Page 28, 29 & 30.

Save and except the following numbered lots and blocks out of Brazos Country Section III:

- Lots One (1) through Nine (9) inclusive
- Lot Eleven (11)
- Lot Fourteen (14)
- Lot Twenty-Two (22)
- Lot Twenty-Four (24)
- Lot Twenty-Five (25)

FILED FOR RECORD  
AT 4:50 O'CLOCK P.M.  
OCT 30 1981  
DOROTHY HIMLY  
CLERK COUNTY COURT, AUSTIN CO., TX  
By ACCQUALLY HIMLY, Deputy

