

DEDICATION AND PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLICABLE TO STILL MEADOWS SUBDIVISION  
THE STATE OF TEXAS, COUNTY OF WASHINGTON

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, Doane E. and Mellisa A. Brueckner, owners of Still Meadows Subdivision, Washington County, Texas, being a subdivision out of 45.298 acres of land out of the Gail Borden Survey Abstract 14, Tract 137 f Washington County, Texas, do hereby adopt the following plan and plat creating a subdivision, said plat having been prepared by Hodde & Hodde Lad Surveying, Inc. which subdivision is to be known as Still Meadows Subdivision and does hereby dedicate the same and does hereby further dedicate to the use of the public streets ad easements shown thereon, said subdivision being located in Washington County, Texas, outside the city limits of any town or city therein.

In dedicating this subdivision the following restrictions, covenants, conditions and protective covenants shall be applicable to all of the lots in said subdivision.

I.

The necessary utility easements, drainage easements and right-of-ways as shown on the aforesaid plat are reserved for the use and benefit of any public or private utility operating in Washington County, Texas, as well as for the benefit of the owners of the subdivision and the individual property owners in the subdivision to allow for the construction, maintenance, and operation of a system or systems of electric light and power, telephone, gas, water, sewer, storm drainage, or any other utility or service which owners of the subdivision may find necessary for the proper service of the lots in the subdivision. Owners of the subdivision reserve the right to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold lots or building sites in said subdivision, such restrictions to be imposed and such easements and right-of-ways to be dedicated either by instruments in writing, duly recorded in the office of the County Clerk of Washington County, Texas, or incorporated in the deed from owners conveying the site to be so restricted or subjected to such easement or right-of-way.

II.

Neither the owners of the subdivision nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers, or other property of the individual property owners situated on the land covered by said easements.

III.

It shall be and is expressly understood and agreed that the title conveyed by the owners of the subdivision to any lot or parcel of land in said subdivision by contract, deed, or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereto construed by owner of the subdivision of public or private utility companies through, along, or upon the herein dedicated easements, premises, or any part thereof to serve said property or any other portions of the

subdivision, and the right to maintain, repair, sell, or lease such lines, utilities, and appurtenances to any public service corporation, or to any other party, is hereby expressly reserved in the owner of the subdivision.

#### IV.

All lots in the tract or subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any such residential building plot other than a single detached single-family dwelling (or main structure), a private garage and other outbuildings incidental to residential use of the plot. Said lots shall not be used for business purposes of any kind, nor for any commercial or manufacturing purposes, nor for sand or gravel mining, producing or processing, nor for apartment house purposes. No lot shall be allowed to be re-subdivided into less than one acre.

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

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

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

#### V.

No building shall be located nearer to the front line of nearer to a side street line than twenty-five (25) feet. No building shall be located nearer than ten (10) feet to any side line, nor nearer than fifteen (15) feet from the rear lot line. Building as herein used shall mean main structures, porches, whether screened or unscreened, breezeways, attached garages, porte cocheres, steps and projections covered by roof.

#### VI.

No trailer, basement, tent, shack lean-to, garage, barn or other outbuildings erected on the property shall at any time be used as a residence, temporary or permanent (except as herein above provided), nor shall any structure of a temporary character be used as a residence, and furthermore, must be erected to the side and back of the property. Under no circumstances will mobile homes or modular be permitted to be resided in on the property at any time. No inoperable vehicles will be allowed for more than fifteen (15) days. No house may be moved onto any lot within the subdivision.

#### VII.

No shiny metal roof or metal siding to be used on any residence or detached garage. The floor area of the main structure on such lot, exclusive of open porches, steps, screen porches, porte cocheres, breezeways, garages (attached or unattached) or outbuildings, shall not be less than one thousand (1000) square feet. Construction of any kind shall be approved by Still Meadows ownership prior to construction.

VIII.

No cattle, sheep, goats, hogs, horses, rabbits, poultry, chickens, or any other type of animal may be kept, raised or bred on any part of this subdivision without permission from the committee; and then must be kept orderly and clean and may not inconvenience the community. Provided that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

IX.

No trash, garbage, putrescible matter, or debris of any kind shall be dumped or permitted to accumulate on any lot in the subdivision.

X.

No yard toilet or privy shall be erected or maintained on any lot in said subdivision unless it has been approved by the Still Meadows ownership, and ten only for temporary construction purposes.

XI.

Each owner of a lot or building site in the subdivision binds and obligates himself, through the purchase of such lot or building sites, to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation, and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any owner of a lot or building site in the subdivision should, in the opinion of the committee hereinafter provided for, shall fail to maintain his lot in a neat and attractive manner, said, able or detrimental conditions existing on such lot and request such owner to eliminate same. If the event any such owner shall fail to eliminate any objectionable or unattractive conditions existing on such owner's lot within fifteen (15) days after receipt of written notice from the committee specifying such objectionable and/or detrimental conditions, then in such event, the committee is authorized to eliminate such conditions and charge the cost of same to such lot owner, and any such expense incurred by the committee in such event shall be and become a lien against the lot or building site.

XII.

No sign, advertisement, billboards, or advertising structure of any kind may be erected, or maintained, on any lot without the written consent of the committee hereinafter created. Members of the committee shall have the right to remove any sign, advertisement, billboards, or advertising structure which is placed on any lot without consent of the committee, and in so doing shall not be liable, and are hereby expressly relieved from any such liability, for trespass or other tort in connection with, or arising from such removal.

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

XIV.  
Speed limit within the subdivision shall be 20 miles per hour. Load limits within the subdivision shall be 15,000 lbs. per axle.

XV.  
Lots 1 thru 12 are required to use Brice Lane for ingress and egress. Lots 13 thru 18 are required to use Sereniti Lane for ingress and egress. Lots 19 and 20 will use Brandt Road for ingress and egress per TXDOT permit. Any lots adjoining Brandt Road or Bednar Road, except lots 19 and 20, are restricted from using said roads for ingress and egress.

XVI.  
The use of septic tanks will be permitted in this subdivision, provided, however, that all septic systems, including septic tanks, lateral and field lines shall meet or exceed the requirements of all governmental entities at the time of installation and may not encroach on building line limit.

XVII.  
STILL MEADOWS' ownership and/or the Architectural Control Committee reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. No residential or commercial building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The Committee is composed of the owners of the subdivision right now: Doane E. and Mellisa A. Brueckner. Upon seventy-five percent (75%) sell out of lots or homes, a Committee will be selected of three of the owners in the subdivision by the majority of the subdivision owners' vote. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required herein shall be in writing. If the committee, or its designated representatives, fail to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. All approved construction improvements must be completed in a timely manner or no more than six (6) months.

Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. It is further

agreed that the then record owners of a majority of the lots in said subdivision (75%) of total, shall select a committee of three (3) to act as the Architectural Control Committee in lieu of the present committee/owner. There shall be an annual meeting to select new or the same committee members by a majority vote of the owners of the subdivision.

#### XVIII.

**TERM.** All of the hereinabove restrictions and covenants and those herein stated below shall by proper instrument duly executed and recorded in the map records of Washington County, Texas, be declared to be covenants running with the land, and shall be fully binding upon all persons acquiring said lots or building sites or any portion thereof in said subdivision or any interest therein, whether by descent, devise, gift, purchase, or otherwise, any person accepting title to said lots or building sites or any part thereof shall thereby agree and covenant to abide by and fully perform such restrictions and covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Any change in said covenants within the initial twenty-five (25) year period must be agreed to in writing by all property owners.

#### XIX.

**ENFORCEMENT.** Such restrictions and covenants shall provide that if any person or persons violate or attempt to violate any of such restrictions or covenants it shall be lawful for any person or persons then owning the surface of any of said lots or building sites or any part there to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants, either to revert him or them from doing so or to correct such violation or to recover damages or other relief for such violation, and in any such proceedings filed in and Court having jurisdiction of the same, the person or persons who are authorized to file and prosecute such proceedings shall, if successful in such proceedings, be entitled to recover reasonable attorney's fees and Court costs incurred in such proceedings from the person or persons violating or attempting to violate any such restrictions or covenants.

#### XX.

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

Dated this the 7 day of February, 2006

Doane E. Brueckner  
Doane E. Brueckner, Owner

Melissa A. Brueckner  
Melissa A. Brueckner, Owner

THE STATE OF TEXAS

COUNTY OF WASHINGTON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Doane E. Brueckner and Melissa A. Brueckner known to me to be the persons whose names is subscribed to the foregoing instrument and acknowledge to me that they 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 the 7<sup>th</sup> day of February, 2006.

Anthony Faithauer  
Notary Public for and for Washington County, Texas

