

RESTRICTIVE AND PROTECTIVE COVENANTS FOR  
PIN OAK ESTATES, FAYETTE COUNTY, TEXAS

THE STATE OF TEXAS,  
COUNTY OF FAYETTE.

KNOW ALL MEN BY THESE PRESENTS, that **Austin Settlement, LP**, a Texas Limited Partnership, acting herein by and through **Austin Settlement Management, LLC.**, a Texas Limited Liability Company, its General Partner, acting herein by and through its Managing Director, **William E. King**, the owner of that certain tract or parcel of land containing 33.52 acres, a part of the Noah Carnes League, A-27, and the T.O. Berry League, A-17, Fayette County, Texas, which land has been heretofore platted and subdivided into that certain subdivision known as **PIN OAK ESTATES**, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, upon Pages 243-244, of the Map or Plat Record of Fayette County, Texas [Slide Nos. 311 & 312], and does, for the protection and benefit of all owners of any lot or lots in said subdivision, hereby impress each and all of the lots in said subdivision with the following restrictive covenants running with the land governing the use, occupancy, enjoyment and sale of any and all such lots:

1. All lots shall be used for single family residential purposes.
  2. Each residence constructed on a lot shall contain not less than 1,000 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports.
  3. Any residence constructed or other permanent structures are to be complete within one (1) year from the start of construction. Temporary facilities such as travel trailers and motor homes may be utilized during the construction period. However, in no event shall any such temporary facility be allowed to remain on the property longer than one (1) year. This one (1) year period shall be cumulative in nature. Following the completion of construction those temporary facilities such as travel trailers and motor homes may be stored upon the property so long as they are not used as a residence.
  4. No mobile homes, modular homes, manufactured homes or the like shall be permitted on any lot.
  5. Outbuildings used in conjunction with residential use of the lots is permitted. All outbuildings including detached garages, workshops and barns must be of good construction, kept in good repair and not used for residential purposes.
  6. The owner of a damaged or destroyed building on any lot shall promptly make repairs or replacement in order to restore the building to its condition prior to the damage or destruction. Should the owner not restore or repair the damaged building within a reasonable length of time, the owner shall tear down the damaged building and remove the debris from the lot.
  7. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Fayette County, Texas and shall comply with all state and
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county laws and regulations. Approval of the system as installed shall be obtained from the proper authority.

8. No individual water-supply system shall be permitted on any lot unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Fayette County Ground Water Conservation District. Approval of the system as installed shall be obtained from the proper authority.
9. Each owner shall be responsible for the maintenance and painting of all improvements on each lot. No refuse pile, unused or abandoned motor vehicles, trailers or other unsightly objects shall be allowed to be placed or to remain anywhere on any lot.
10. No commercial signs advertising the name of a commercial enterprise shall be located on any lot. In the event of a sale of a lot, one (1) for sale sign, said sign being no more than six (6) square feet in size, may be located on the lot being advertised for sale.
11. No obnoxious or offensive activity shall be allowed or carried on, upon or from any lot in the subdivision, nor shall any activity be allowed or conducted on any lot that would be a nuisance to the owners of other lots.
12. No quarrying, drilling, or mining operations of any kind for the exploration or development of oil, gas, or other minerals, including but not limited to sand, gravel, uranium, coal, lignite, iron, gold, silver and all other minerals whether mined by drilling, strip mining, or any other method shall be permitted on any lot.
13. No commercial raising of livestock of any type is allowed and no commercial feedlot type operations, commercial swine operations or commercial poultry operations shall be permitted on the premises. Livestock may be kept and maintained on said lots in numbers not to exceed one (1) animal for each acre. Chickens, ducks, geese or other poultry shall be allowed if contained within a pen and do not become an annoyance to neighbors. Animals used for non-commercial special projects, for example, children's participation in FFA, 4H, Fayette County Fair or other special projects emphasizing education and individual responsibility with animals including poultry and swine are permitted only if used in a child's or students educated related projects.
14. No one may use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the lots, or transport to or from the property any Hazardous substance (as defined by state or federal law) or allow any other person or entity to do so except in minor amounts under conditions permitted by applicable laws.
15. No further subdividing of the lots shall be allowed or permitted.
16. The foregoing restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date of recording, and shall automatically be extended thereafter for successive periods of ten (10) years; provided however, that the owners of a majority of the lots, as hereinafter identified, may release one or more of said restrictions, on either fifty (50) years from the date of recording, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Fayette County, Texas. The owners of a 2/3 majority of the lots


may release any acreage from any restriction or restrictions at any time. The owners of the lots are those lots described in subdivision known as PIN OAK ESTATES, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume 2, upon Pages 243-244, of the Map or Plat Record of Fayette County, Texas [Slide Nos. 311 & 312]

17. Should an owner of a lot violate any of the covenants and restrictions set forth herein, it shall be lawful for any other lot owner(s) in this subdivision to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants, and the party found to be at fault shall be liable for all costs and damages, including reasonable attorney's fees, incurred in connection with the enforcement of these restrictions.
18. Invalidation of any one or more of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect the validity of the other remaining restrictions.

EXECUTED on MARCH 29, 2018.

Austin Settlement, LP.,  
A Texas Limited Partnership

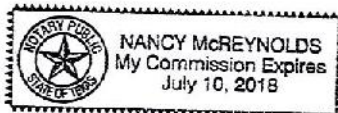
BY

  
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William E. King, Managing Director of  
Austin Settlement Management, LLC.,  
its General Partner

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 29<sup>th</sup> day of MARCH, 2018 by William E. King, as Managing Director of Austin Settlement Management, LLC., the General Partner of Austin Settlement, LP., a Texas Limited Partnership.



Nancy McReynolds  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

NOTARY'S TYPED OR PRINTED NAME:

NOTARY'S COMMISSION EXPIRES:

July 10, 2018

# 303 FM 609 Muldoon

Texas, AC +/-

