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VOL. 1375 PAGE 27
VOL. 137 PAGE 577

RESTRICTIONS
FOREST HILLS SUBDIVISION

OFFICIAL RECORDS
FAYETTE COUNTY, TEXAS

OFFICIAL RECORDS
FAYETTE COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF FAYETTE.

KNOW ALL MEN BY THESE PRESENTS, that HOWARD W. KONETZKE, JR., owner
of the following described real estate:

All that certain 71.393 acre tract or parcel of land lying and being situated in the John
Eblin League, Abstract 42, lying and situated in Fayette County, Texas, described in
Exhibit "A" attached hereto and made a part hereof as if herein copied verbatim:

has caused, or in the future will cause, the same to be surveyed into certain tracts or parcels of land
and for the purpose of establishing and maintaining a general plan uniform over 71.393 acres of land
comprising FOREST HILLS SUBDIVISION for the protection and benefit of all owners of any
tract(s) of land in said FOREST HILLS SUBDIVISION, does hereby fix and establish the following
restrictive covenants and provisions upon the use and occupancy of any such tracts of land:

1. All tracts shall be exclusively for residential purposes. No commercial undertaking shall be conducted on any tract including in-home businesses that involve outside signage or in-home in person consultation with clients and/or customers.
2. Only one (1) single family dwelling may be erected on each platted tract.
3. No tract may be subdivided.
4. All plans for building and building sites must be submitted to the Developer and must be approved in writing by the Developer before any construction can commence. Slab and dirt work shall be designed by a licensed engineer, and must be approved by the Developer before commencement of construction. Buildings must be neat in appearance and no building or structure shall be constructed or erected on any tract that shall be considered detrimental to the subdivision.
5. Homes shall be a minimum of 1850 living square feet and exterior construction shall be of brick, stone, hardi board, or a construction to be approved by the Developer or Homeowners' Association. All outbuilding(s)

EXHIBIT NOT ATTACHED

and structures on each tract shall be of new construction and architecturally in harmony with the residential buildings. No tent, house trailer, mobile home, premanufactured home or temporary structure of any character may be placed, constructed or maintained on any of said tracts.

6. The homes, or any other improvements to said tracts, are to be completed within one year from the start of construction.
7. Each tract shall be kept neat in appearance. No dumping, garbage or other refuse shall be permitted thereon. Abandoned vehicles, or inoperative vehicles, must not remain on any tract for a period of more than ten (10) days. No campers or recreational vehicles, including motor homes, will be permitted on the tracts, unless they are enclosed in an approved building, or not visible from the subdivision's access road.
8. The owner of each tract shall be responsible for the construction of such septic tanks or other means of sanitary sewage disposal complying with all state and county laws, rules and/or regulations applicable at the time of installation and thereafter. In purchasing a tract in Forest Hills, the purchaser or subsequent owner agrees to the conveyance of any necessary easement upon, over and under the property for the installation of any water, electric or public utility including septic and or sanitary sewer lines as may serve the Forest Hills Subdivision.
9. There shall be no on street parking or any tandem axle vehicles or what is commonly referred to as bob-tail trailers or semi trucks and trailers, except as necessary to load or unload on the premises and not for a period for such purpose extending overnight.
10. There shall not be, or cause to be, any burning or igniting causing flame of any trash, rubbish or brush without the express written consent of the Developer.
11. There shall be no farm livestock kept on tracts within subdivision.
12. No residential structure shall be erected on any tract nearer than fifty feet (50') from any street, or closer than thirty feet (30') from any property line. Accessory structures shall not be nearer than one hundred fifty feet (150') from any street or thirty feet (30') from any property line.
13. All fencing shall be chain link, wood or iron and shall be approved by Developer or Homeowners Association.

14. Expansion Tanks are to be installed on any water heater within a structure on each tract due to the closed water loop system in the subdivision.
15. No signs or advertising device may be displayed on any tract, except in the event of a sale. There may be one (1) "For Sale" sign per tract and sign may not be more than six (6) square feet in size.
16. Developer shall reserve all oil, gas and minerals as well as sand, gravel and other materials as such may be situated upon the premises, but WAIVES all rights of ingress and egress (access) for purposes of mining, production and development of such minerals or materials.
17. Developer reserves all water that may be produced from the premises except that used by owners for domestic purposes and there shall be no commercial sale of water by any owner of any individual tract.
18. If any one or more of the terms or provisions of these restrictions, covenants and easements shall be held invalid or for any reason is non-enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and affect.
19. All liens provided for in these restrictions shall be subject to, inferior, and subordinate to any liens for purchase money on any tract out of the subdivision and to any Mechanic's & Materialman's Lien for the construction of any improvement on said tract of land out of the subdivision by the owner thereof including the refinancing thereof.
20. All the functions of the Developer, herein provided for, shall be taken over by the Homeowner's Association at any time after the sale of, or contract for sale, of one-third (1/3) of the tracts or, at the discretion of the Developer, be transferred and assigned (turned over) to the Homeowners Association, when the last tract in the subdivision is sold by the Developer.
21. These restrictions shall be effective until twenty-five (25) years from the date of recording in Fayette County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that the owners of a majority of the square foot area of tracts in the subdivision may release any or all of the tracts hereby restricted from any one or more of said restrictions, or may release any tract from any restrictions imposed hereby or created by any deed from the Developer, or the Developer's assigns, on either twenty-five (25) 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, at any time prior to the twenty-five (25) years from the date of recording, or any time prior to ten (10) years preceding the expiration of any successive ten (10) year period thereafter, provided, however, that the owners of a two-third (2/3) majority of the square foot area of tracts may release any tract from any restriction or restrictions at any time.

- 22. Enforcement of the restrictions and provisions herein provided shall be by proceedings in law or in equity, against any person or persons violating or attempting to violate any covenant, either to restrain or abate any violations, or to recover damages by any owner of tracts in said subdivision. In the event a suit is brought by the Developer, or the Homeowners Association, or a tract owner, or a group of tract owners against a tract owner, or a group of tract owners for violations of any restriction, then, if the plaintiff prevails, the violating tract owner or tract owners will additionally be liable for costs of court, as well as reasonable attorney's fees determined by the court.
- 23. The Developer, Homeowners Association, or other persons having any right, title or interest in any tract, or parcel of land in this subdivision, shall have the right to prevent the violation of any said restriction by injunction or other lawful procedure, and recover any damages resulting from such violation.
- 24. The Developer or Homeowner's Association shall not be held liable for any accidents and or injuries within the subdivision.
- 25. Violations of any restrictions, or conditions, or breach of any covenant herein contained shall give the Developer, the Homeowner's Association, or their agents, in addition to all other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the owner, and the Developer, Homeowner's Association or their agent shall not thereby be guilty of any matter of trespass for such entry, abatement or removal.
- 26. All references herein to "Developer" shall be to Howard W. Konetzke, Jr. or to his heirs, executors, administrators or assigns.

Witness my hand this the 11th day of October, 2005.

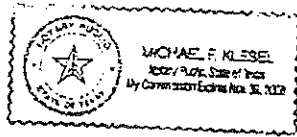

HOWARD W. KONETZKE, JR.

VOL 1375 PAGE 31

VOL 1373 PAGE 581

THE STATE OF TEXAS,
COUNTY OF FAYETTE

This instrument was acknowledged before me on this the 14th day of October, 2006,
by HOWARD W. KONETZKE, JR.



Michael F. Kiesel
Notary Public in and for The State of Texas
Notary's Typed or Printed Name:
Michael F. Kiesel
Notary's Commission Expires: Nov. 30, 2008

#3200A
FILED
10:50 AM
OCT 26 2006

Carolyn Kubcs Roberts
CAROLYN KUBCS ROBERTS
CC. CLERK, FAYETTE CO TEXAS

Filed by & Return to:
OS&K, Atty's.

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the 26th day
of the month stamped herein by me, and was duly RECEIVED in
the Volume and Page of the Married RECORD of Fayette
County, Texas as stamped herein by me.

OCT 26 2006



Carolyn Kubcs Roberts
CAROLYN KUBCS ROBERTS
COUNTY CLERK, FAYETTE COUNTY TEXAS

STEPHAN E. OTZLEP
DILLED 100 ACS.
VOL. 124/682 ORFC

