

SUBSTANCE OF RESTRICTIVE COVENANTS**TO RUN WITH THE LAND****FOR AUTUMN FOREST SECTION I and Section II (Single Family Lots)**

1. The tracts in POLK County, identified as approximately 128 acres out of the A.M. De Lajarza Survey , A-43, shall be used for private single family residences. Except for Autumn Forest Section I, Lots 1-7 and Section II Lots 1-8, for which commercial use shall be permitted.
2. No more than one dwelling shall be permitted to remain on the property, except for that of a Guest House/Mother-in-law home. Any secondary residence must be constructed within a 6 (six) month period (refer to Paragraph #6 below) and meet all the restrictions for a primary residence with the following exceptions;
 - (A) No secondary residences shall be located on a tract nearer than 50 Ft. to the front building set back line nor nearer than 25 Ft. to any side street right of way line. In cases where the shape of a tract may make this impractical, a variance from this restriction by the restrictions committee may be requested. No variance from this permitted until such may be granted by the restrictions committee.
 - (B) No secondary residence shall contain less than 1200 square feet of enclosed living area excluding garages and porches.
3. No building or structure shall be erected with Fifty (50') feet of the front property lines, within Ten (10') feet of the back lines of any tract or lot.
4. No structure shall be erected or placed on any tract unless built of solid permanent materials with pleasing exterior. No structures shall have tarpaper, roll brick siding or similar material on the outside walls. Outside materials for pitched roofs shall be of asphalt shingles or their equivalent in permanency.
5. Sewage disposal systems shall be of a type approved or recommended by the State of Texas and at all times maintained in proper condition.
6. The exterior of any structure constructed on any tract shall be "dried in" within 6 (six) months from the date of commencement of construction. As used "dried-in" means that the outside of the building must have the appearance of a completed building.
7. A dwelling shall contain not less than 1200 square feet of living area, exclusive of porches and garages. Every building constructed or placed on any tract shall be of new construction.
8. Any fencing shall be in a neat, orderly and professional manner.
9. The owner of the property may camp or erect a tent or camper on his/her tract for temporary use while "drying in" the home, not to exceed the 6 (six) months "dried in" period.
10. No tents or campers, trailers or other vehicles shall be used on any of the property for residential purposes on a permanent basis. (No pre-manufactured, modular trailer's site shall be permitted.)

11. Livestock or poultry shall be permitted if properly caged and maintained. Saddle stock and cattle will be permitted at the rate of one (1) head per ½ acre, maximum. Hogs or swine shall be permitted only on tracts of four (4) acres or larger in size at the rate of one (1) head per one (1) acre.
12. No portion of the Land shall be used as a dumping ground for rubbish or trash and the land shall be kept clean and free of any boxes, rubbish, trash, junk vehicles or any other unsightly items incompatible with residential usage. No outside toilet or privy shall be erected or maintained on the land.
13. No portion of the land shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music or any animal or fowl that causes nuisance.
14. All tracts shall be kept in a clean and orderly condition at all times and all trash, garbage and other waste shall be kept in sanitary containers to the rear of the dwelling. Waste placed by the roadway for pickup shall be in a disposable container.
15. All dwellings and buildings must be placed or installed parallel or perpendicular to the front property lines.
16. No sign of any kind shall be displayed in public view on any tract, except customary name and address signs and lawn signs of not more than three (3) square feet in size advertising property for sale or rent.
17. If the owner of the land shall violate any of the provisions of these restrictive covenants, any owner governed by these conditions or covenants herein shall be entitled to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him/her from so doing or to recover damages or other dues for such violations or both.
18. Invalidation of any one (1) or more of these covenants and restrictions by judgment of any Court shall in no way affect any of the other covenants, restrictions and provisions herein contained and which shall remain in full force and effect.
19. The provisions hereof shall run with the land and be binding for a period of fifteen (15) years from the date hereof, at which time, all provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to expiration of any such period, the then owners of 75% of the acreage tracts shall have executed and recorded an instrument changing the provisions herein.
20. All owners will have to use the post office. The post office will not pick up mail at any mail box posted on the road or buildings.

WITNESS the execution hereof on this the 21 day of June 2021.

THE PETE AND CATHY GARLAND LIVING TRUST
AGREEMENT NUMBER ONE (1)



PETE GARLAND, TRUSTEE

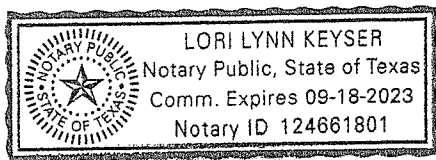


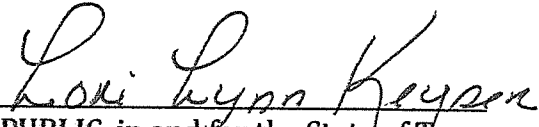
CATHY GARLAND, TRUSTEE

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PETE GARLAND, Trustee, and CATHY GARLAND, Trustee, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed same for the purposes expressed and in the capacity therein stated,

GIVEN BY MY HAND AND SEAL OF OFFICE ON this 21st day of June 2021.





NOTARY PUBLIC, in and for the State of Texas

DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
AUTUMN FOREST, SECTIONS I AND II (COMMERCIAL LOTS ONLY)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF POLK §

THAT PETE GARLAND and CATHY GARLAND, Trustees of the Pete and Cathy Garland Living Trust Agreement Number ONE (1) AKA Garland Trust #1, AKA Trust Dated November 17, 2009, being the present owner of that certain tract or tracts of land, containing approximately 128 acres out of the A.M. De Lajarza Survey , A-43, all as more particularly described on the attached deeds and subdivision plat entitled Autumn Forest Sections I and II and filed in the real property records in Polk County, and desiring to create a uniform plan for the orderly commercial development of said land for the benefit of the present and future owners thereof and to preserve and protect the use, enjoyment and property values thereof, do hereby adopt and impose the following covenants, restrictions and assessments which shall apply to the ownerships use, improvement, and occupancy of all land in the said Autumn Forest Sections I, Lots 1-7 and Section II, Lots 1-8, and shall be covenants running with the land.

ARTICLE 1.

DEFINITIONS

As used herein, and unless the context clearly indicates to the contrary, the following terms shall have the meanings attributed to them below, to-wit:

- (a) "Autumn Forest" shall mean and refer to all of the Commercial Lots described above and specifically below.
- (b) "Building Site" shall mean and refer to each commercial lot in Autumn Forest, Section I and II. Commercial lots are herein defined as Lots, 1, 2, 3, 4, 5, 6, and 7 in Section I and Lots, 1, 2, 3, 4, 5, 6, 7, and 8 in Section II.
- (c) "Committee" shall mean and refer to the Architectural Control Committee established in Article 3 below.
- (d) "Owner" or "Owners" shall mean and refer to the owner or owners of the fee simple title to one or more Building Sites but shall not mean or refer to any

person or entity holding only a lien on a Building Site or owning only any easement or a mineral interest thereon or therein.

ARTICLE 2.

RESTRICTIONS

2.1 Uses Permitted. All Lots shall be used solely for office, commercial, processing, research, servicing, light industrial, manufacturing and warehousing purposes and services incident to such uses, subject to the restrictions herein contained and excluding the non-permitted uses hereinafter set forth. No Lot shall be used for the operation of a gasoline service station, or other retailing use with the exception of such Lots, if any, which the Committee, in the exercise of its sole discretion, shall first approve in writing.

2.2 Uses Expressly Prohibited. No use of any Lot shall be permitted that is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or that is hazardous by reason of excessive danger of fire or explosion. Written approval by the Committee of a particular use shall be conclusive evidence of compliance with this Section 2.2.

2.3 Construction Standards. The construction or alteration of any building or other structure on each Lot shall meet all standards set forth herein. For purposes of these restrictions, when a construction material is specified herein, another material may be used in lieu thereof, provided such substituted material is determined by the Committee to be of equivalent or better quality than the specified material. All buildings shall have exterior walls of face brick or exposed aggregate concrete or of an equivalent, permanent architectural material to finish grade.

2.4 Building Set Back Lines. No building or other structure shall be constructed or erected nearer than twenty-five (25) feet from the rights-of-way line of any street. In addition, thereto, no building or other structure shall be constructed or erected nearer than ten (10) feet from any side property line of a Lot where such line does not abut on a street right-of-way, or nearer than five (5) feet from any rear property line of a Lot where such line does not abut on a street right-of-way. No improvements of any type shall be constructed with eighteen (18) inches of any boundary line of a Lot except for underground utilities and drives for pedestrian and vehicular ingress and egress and landscape structures, materials and objects approved by the Committee. Should two or more adjoining Lots be now or hereafter owned by the Owner or Owners, such Owner or Owners shall be permitted to erect a building across the property line common to such Lots with the approval for the Committee, and the construction of such building shall not be considered as a violation of the side or rear set-back restrictions (as the case may be) set forth above, provided the construction of such building is approved by the Committee. The immediately preceding sentence shall in no way affect or change the side or rear set-back lines specified above, and such set-back lines shall continue to apply to such adjoining Lot with limited exception specified above.

2.5 Minimum Size of Lots. No building shall be less than 1000 sq. ft. No Lot on which a building has already been constructed or is being constructed shall be created which has a width of less than forty-eight (48) feet or which would result in the building and other improvements thereon being in violation of the building set back lines specified in Section 2.4 above after its creation. For purposes hereof, the width of a Lot shall include side set-back lines and shall be measured along the front set-back line.

2.6 Parking. The Owner of each Lot shall at all times provide off-street parking facilities sufficient to accommodate the parking requirements created by the use of such Lot. No use shall ever be permitted of any Lot, nor shall any building be constructed thereon, which requires, or shall reasonably be expected to require or attract, parking in excess of the capacity of the off-street parking facilities maintained on such Building Site. The determination of whether or not the Owner of a Lot is providing adequate off-street parking facilities shall be in the sole, good faith discretion of the Committee. No parking shall be permitted upon any of the streets or at any place other than the parking areas provided in accordance with this Section 2.6. There shall be no parking, nor shall parking facilities be allowed, in front of any building set-back line. All parking areas shall have suitable surfacing material approved in writing by the Committee.

2.7 Loading Facilities. The loading docks and other facilities on each Lot must be placed so as not to face on any street, and provisions must be made for handling all freight on those sides of a building which do not face a street. Written exceptions to this restriction concerning the placement of freight facilities may be permitted by the Committee should a case occur where three or more sides of a Lot face a street.

2.8 Outside Storage. No Owner of a Lot shall have the right to keep articles, goods, materials, incinerators, storage tanks or like equipment in the open or exposed to public view, or to view from adjacent buildings. All storage shall be limited to the rear two-thirds (2/3rds) of any Lot, and under no circumstances shall any material or equipment be stored with forty (40) feet of any street.

2.9 Auxiliary Structures. Water towers, storage tanks, processing equipment, stand fans, skylights, and any other structures or equipment shall be architecturally compatible with other buildings.

2.10 Signs. All signs and graphics shall be of a size and nature so as to preserve the quality and atmosphere of Autumn Forest, and the design, material, location and placement of all signs shall be approved in writing shall be approved in writing by the Committee prior to their erection. No sign, either temporary or permanent, placed on any Building Site shall contain or utilize any flashing, blinking, intermittent, or moving lights. No sign shall be painted on a building wall.

2.11 Maintenance. The owner of each Lot shall keep such Lot and all improvements and landscaping thereon in a well maintained, safe, clean and attractive condition at all times. If, in the opinion of the Committee, any such Owner shall fail in its duty and responsibility of maintenance, the Committee may give such Owner notice of such fact, whereupon such Owner shall, within ten (10) days after such notice, undertake and

thereafter complete with due diligence the maintenance work required to restore the property of such Owner to a safe, clean and attractive condition. Should any such Owner fail to fulfill said duty and responsibility after said notice, the Committee shall have the right and power to perform or cause such maintenance work to be performed at the expense of such Owner, in which even the Owner of the Lot on which such maintenance work is performed shall be liable for cost of such work and shall promptly reimburse the Committee for the cost thereof. Entry by the Committee, its agents or employees, upon the property of such Owner and all action taken thereupon in connection with the maintenance of such property shall not be deemed a trespass and all claims for damages by reason thereof are hereby expressly waived. If any Owner shall fail to reimburse the Committee for the cost of any maintenance work performed by the Committee as aforesaid with thirty (30) days after receipt of an invoice therefore, the cost of such maintenance work shall be a debt owed by such Owner to the Committee which shall bear interest at the rate of ten (10%) per annum from the date due until paid and shall be secured by a lien from the date due until paid and shall be secured by a lien against the Lot on which maintenance work was performed.

ARTICLE 3.

ARCHITECTURAL CONTROL COMMITTEE

3.1 Establishment of Committee. An Architectural Control Committee composed of three (3) members is hereby established. The initial members of such Committee shall be Patty S. Laviolette, Blake Laviolette and Wayne A. Sheffield of Onalaska, Texas. Thereafter, the Owners of a majority of the owned Lots shall have the right to remove any member of the Committee, and to appoint a new member in his/her place, in the event of the death, incapacity, refusal or failure to act or resignation of any member. A successor to a member of the Committee shall have all of the duties and possess all of the powers of the member he/she replaces. The Committee shall act by majority vote, and a majority of the Committee may designate (and thereafter remove), one of its members to act for it and to perform any function which the Committee as a whole could perform. Neither the members of the Committee nor its designated representatives shall ever be entitled to any compensation for services performed hereunder; provided, however, the Committee may employ one or more architects, engineers, attorneys, accountants or other consultants to assist the Committee in carrying out its duties under this Declaration and may pay said consultants out of a special assessment fund for services which they render to the Committee.

3.2 Approval of Plans. No buildings or other improvements, including driveways, sidewalks, drainage facilities, landscaping fences, walks, fountains, statuary, or outdoor lighting, shall be commenced, constructed, erected, placed or maintained on any lot, nor shall any exterior addition to or alteration therein be made, unless and until: (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, driveways, parking areas, pedestrian ways and storage areas, and schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing

by the Committee, and (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have thereafter been submitted to and approved in writing by the Committee as to compliance with this Declaration and as to harmony of external design and locations in relation to property lines, building lines, easements grades and surrounding structures. The final working plans and specifications shall not be commenced until the preliminary site and schematic plan have been so approved. The final working plans and specifications shall specify (in such form as the Committee may reasonable require) structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials and location of the proposed improvements or alterations thereto. In the event the Committee fails to approve or disapprove the preliminary site plan and schematic plan within twenty (20) working days after same have been submitted to it, approval thereof will not be required and the provisions of this Section 3.2 will be deemed to have been fully complied with. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgement, with the overall character and aesthetics of Autumn Forest. The Committee's approval of plans and specifications shall be in writing and shall be signed by at least one (1) member of the Committee or by its duly designated representative.

3.3 Successor to Committee. The Owners of a minimum of seventy-five (75%) of all Lots shall have the right and power from time to time to assign all the rights and responsibilities of the Committee to other entities or individuals at any time that such Owners determine another entity or individual is better suited to the performance of the functions of the Committee.

ARTICLE 4.

GENERAL PROVISIONS

4.1 Incorporation. All of the terms and provisions contained herein shall be construed as being adopted in each and every contract, deed and conveyance hereafter executed by Owners, their successors and assigns, conveying all or any part of the land in Autumn Forest, whether or not referred to therein, and all estates and warranties of title conveyed or contained therein shall be subject to the terms and provisions hereof.

4.2 Amendments. This instrument may be amended in whole or in part by an instrument in recordable form executed and acknowledged by the Owners of seventy-five (75%) of the Lots and filed for record in Polk County, Texas.

4.3 Duration. This Declaration shall become effective on the date hereof and shall remain in full force and effect until January 1, 2032 and thereafter for successive periods of ten (10) years each unless prior to January 1, 2032 or prior to the end of any such ten (10) year period and instrument in recordable form executed by Owners of seventy-five percent (75%) of the square footage in all Lots has been filed for record in Polk

County, Texas, terminating this Declaration as of January 1, 2032, or as of the end of any such ten (10) year period (as the case may be).

4.4 Enforcement. The terms and provisions of this Declaration shall insure to the benefit of and be enforceable by the Committee, all Owners and by the holders of any lien on a Lot. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof to enjoin or restrain such violation or to recover damages for such violation and against any of the Lot owner to enforce the liens created hereby. Failure of the Committee, the owners or any lienholder to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

4.5 Severability. Invalidation of any term or provision herein contained by judgement or otherwise shall not affect any other term or provision contained herein, and this Declaration shall remain in full force and effect except as to such term or provision hereof which may be so invalidated.

4.6 Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals (male or female) shall in all cases be assumed as though in each case fully expressed.

4.7 Titles. The titles of the Articles and Sections of this Declaration are for convenience only and shall not be used to construe, interpret or limit the meaning of any covenant, restriction or other term or provision herein contained.

4.8 Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be an original but all of which, taken together shall constitute one and the same instruments. This Declaration shall be binding upon the undersigned Owners, their heirs, successors and assigns, without regard to whether it is executed by all of the lienholders named below.

4.9 Successors in Title. All of the terms and provisions of this Declaration shall apply to, be binding upon, and insure to the benefit of the undersigned Owners and lienholders, all lessees or tenants of the undersigned Owners, and the respective heirs, legal representatives, successors and assigns of all such parties.

5.0 All owners will have to use the post office. The post office will not pick up mail at any mail box posted on the road or buildings.

WITNESS the execution hereof on this the 21 day of JUNE, 2021.

THE PETE AND CATHY GARLAND LIVING TRUST
AGREEMENT NUMBER ONE (1)



PETE GARLAND, TRUSTEE



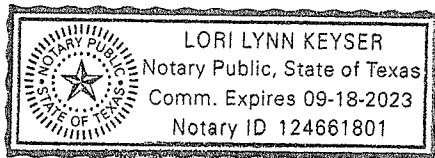
CATHY GARLAND, TRUSTEE

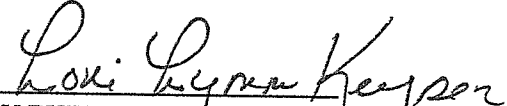
STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared PETE GARLAND, Trustee, and CATHY GARLAND, Trustee, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed same for the purposes expressed and in the capacity therein stated

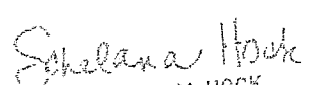
GIVEN BY MY HAND AND SEAL OF OFFICE ON this 21st day of June, 2021.





NOTARY PUBLIC, in and for the State of Texas

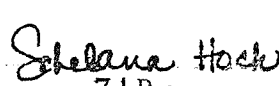
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2021 AUG -6 PM 2:43


SCHELANA HOCK
POLK COUNTY CLERK

STATE OF TEXAS)
COUNTY OF POLK)
I, SCHELANA HOCK hereby certify that the instrument was FILED in
the file number sequence on the date and at the time stamped hereon by
me and was duly RECORDED in the Official Public Records in Volume
and Page of the named RECORDS OF Polk County, Texas as stamped
hereon by me.

AUG - 6 2021





COUNTY CLERK
POLK COUNTY, TEXAS

