

COPY

DEED RESTRICTIONS

WHEREAS, AUSTIN COUNTY LAND COMPANY, a Texas corporation, heretofore purchased the following described tract of land, lying and being situated in Austin County, Texas:

A tract or parcel of land containing 98.970 acres of land, more or less, located in the Milburn and Davis League, A-71, Austin County, Texas, being described in a Deed to Austin County Land and Cattle Company dated August 17, 1994 and recorded in Volume 711, Page 93 of the Official Records of Austin County, Texas, and to be more commonly known as Austin's "Old 300" Colony.

SEE ATTACHED EXHIBIT "A"

WHEREAS, in connection with said property, AUSTIN COUNTY LAND COMPANY desires that any and all property hereafter conveyed shall be made subject to the following covenants, conditions, stipulations and restrictions:

For the purpose of creating and carrying out a uniform plan and the improvement and sale of the property described above, the following restrictions upon the use of said property are hereby established and adopted, subject to the provisions hereof, shall be made a part of each and every contract and deed executed by or on behalf of AUSTIN COUNTY LAND COMPANY, its successors and assigns, by appropriate reference to this instrument, and same shall be considered a part of each contract and deed as though incorporated fully therein. And, these restrictions as hereinafter set forth shall be and are hereby imposed upon each and every part of the above described property, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of AUSTIN COUNTY LAND COMPANY, and its successors and assigns, and all subsequent purchasers of said property or any part thereof, shall be subject to and bound by such restrictions, covenants and conditions, and by the terms of this instrument as hereinafter set forth.

In case of any violation or non-observance of the hereafter described covenants and conditions, and thereupon, the said conveyance shall be null and void and the said premise shall then and there wholly and absolutely revert to the grantor herein, its successors and assigns; and no act or omission upon the part of any of the beneficiaries of this clause shall be a waiver of the operation or enforcement of either such covenant or such condition.

AUSTIN COUNTY LAND COMPANY does hereby adopt and establish the following restrictions, to-wit:

1. No building shall be constructed below the natural high bank of any stream, river or gully. A development permit issued by Austin County must be obtained prior to any construction requiring a county permit.

2. All septic systems and wells shall conform to the regulations promulgated by Austin County and the State of Texas.

3. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backing water and shall be a minimum of 18" in diameter. Culverts or bridges must be used for driveways and/or walks.

4. Except for Tract #4, which is commercial reserve, the property and the use thereof shall be solely and exclusively for residential and agricultural purposes; any residential constructed on any of the said tracts would be of a type known as a one-family residence and can never be used or occupied by more than one family, bona fide servants of the household being excepted. Except for Tract #4, no business buildings or commercial buildings of any kind shall be erected on the tracts. Tract #4, which is commercial reserve, is restricted against activity involving religion, repair, manufacturing, storage, sexually oriented establishments of any kind, gambling, or livestock facility. No liquor shall be sold except in a restaurant whose principal business is the serving of meals to seated customers.

5. Apartments, patio homes, condominiums, mobile homes and modular homes (double wides) are specifically prohibited.

6. No building shall be erected nearer than seventy-five (75) feet to the line of the road on which said property abuts. No building shall be erected nearer than twenty-five (25) feet of any property line. No garages attached to residences will be erected with vehicle access doors facing the road.

7. No structure of any type shall be constructed, placed or altered on any tract until plans, specifications and location of structure has been approved by the property improvement committee (as herein constituted). No residence erected on the property shall be less than one thousand two hundred (1,200) square feet, nor on less than two (2) acres, and shall be constructed of brick, brick veneer, stucco, field stone, log or frame. Except for those houses situated on tracts fronting the Brazos River, the exterior of houses erected shall be of a style in vogue in Texas in the 19th Century including but not limited to:

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- a. Frontier Settlement Style
 - (1) Spanish Renaissance
 - (2) German Fachuerk
 - (3) Anglo American Colonial or Log
- b. Antebellum South or Greek Revival
- c. American Victorian

For a better description of the house styles, please see "Texas Homes of the 19th Century" published by University of Texas Press for Amon Carter Museum of Western Art, 1966.

The owners or occupants of all tracts in Austin's "Old 300" Colony shall not permit the accumulation of garbage, junk cars, trucks, or inoperative vehicles, or parts of vehicles, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any tract in this subdivision in observing the above requirements, or any of them, Austin County Land Company or the property owner's association may, without liability to the owner or occupant, in trespass or otherwise, enter upon said tract and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such tract for the costs of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any tract in this subdivision to pay such statement immediately upon the receipt thereof.

No boats, trailers, trucks, tractors, wagons or boat rigging shall ever be parked or placed on the access street.

8. Existing houses may be moved on to the property as long as the house meets the requirements of Paragraph 7. Houses moved on to the property must be placed on a foundation with a minimum support of one (1) pier per thirty-six (36) square feet of floor area, underpinned and reroofed in not more than ninety (90) days after house is placed on the property.

9. No vehicle with more than two (2) axles shall be parked on the property or driven on the access road without prior permission of Austin County Land Company or the hereinafter described property owner's association. All commercial vehicles and equipment must be stored in a fully enclosed garage or barn, or other out building.

10. No sign shall be erected other than "For Sale" signs for the sale of the property, and such signs are limited to a total surface area of four (4) square feet.

11. All buildings shall be maintained in good repair.

12. Livestock shall be restricted to no more than one (1) animal unit per acre (i.e. an animal unit is one (1) cow and nursing calf, or four (4) sheep, or five (5) goats, or one (1) horse). Hogs, commercial poultry operations, feedlots, and kennels housing more than five (5) animals are prohibited.

13. Property owners or their agents, employees, invitees and visitors shall not permit the maintenance of any public or private nuisance or do or permit any act or thing which may disturb the quiet enjoyment of the other landholders within the boundaries of Austin's "Old 300" Colony including restrictions against discharging any firearms from within 100 feet of any active road easement, trespassing or hunting on the property of the other landholders within the Austin County Land Company's property, violating the promulgated laws, ordinances, rules and regulations of the Texas Parks and Wildlife Department, or any other governmental authority.

14. All roads in the development are private roads for the expressed use of the property owners and shall be maintained in a manner hereinafter set forth. No easement to or within Austin's "Old 300" Colony may be conveyed to a third party or be used for access to property that is outside of the Austin County Land Company property without the written consent of Austin County Land Company. *Per Sharon S. this need I have access. JP 11-8-08*

15. Austin County Land Company will permit property owners to divide their property into smaller tracts of not less than two (2) acres.

16. Austin County Land Company reserves the right to impose further restrictions on any unsold tracts by an appropriate written instrument or by deed duly executed and filed for record in the Office of the County Clerk, Austin County, Texas. Such additional provision, however, shall not remove the restrictions herein set forth, but shall be cumulative.

17. The property improvement committee shall be composed initially of William H. Haley, III, William H. Haley and Judy E. Meador. After 75% of the acreage in the subdivision has been conveyed by deed, the property owner's association may appoint a committee of three (3) members owning tracts in the subdivision to replace the membership of the initial committee, or the membership of the initial committee may, in its discretion, before 75% of the acreage has been conveyed by deed, appoint three (3) members to replace them on the committee.

18. At such time as 75% of the tracts in Austin County Land Company's property has been sold or contracted for sale, Austin County Land Company will notify each property owner of the time, date, and place of a meeting of all property owners to be held for the purpose of organizing a property owner's association. A 66% majority in person or by written proxy of the property owners in attendance at such meeting or by written proxy

shall be sufficient to transact business at such meeting. Each property owner, including Seller, attending or represented by written proxy at such meeting shall have one vote for each acre owned on all business to come before the meeting.

Thereafter the association shall have the power and authority to appoint the property improvement committee and the obligation to supervise, regulate, control, operate, improve and maintain the roadways of the development, as may be required to support, meet and pay the administrative expenses, if any, and to pay the costs and expenses reasonably required to operate, improve and maintain roadways. The association shall have the authority to assess each property owner for his pro rata share of the costs of maintaining the roadways. All such assessments shall become the obligation of the owner each tract and the association will be granted a lien upon each tract to secure payment of an assessment and the assessment shall be an obligation running with the land. Tract purchaser will be required to be a member of the property owner's association.

19. The initial meeting of property owners will organize the property owner's association. The meeting, in addition to such other issues as may properly come before the meeting, shall:

- a. Form the organization.
- b. Elect officers to fill the offices of President, Vice-President, Secretary and Treasurer for the first one (1) year period of the association's operation.
- c. Elect a committee to prepare and adopt the by-laws or rules of the association's operation.
- d. To set the time, date and place of the next meeting of the members of the association to approve the organization and by-laws, which shall be not later than one hundred twenty (120) days from the date of the initial meeting. There shall be a meeting of the members of the association at least once every year.

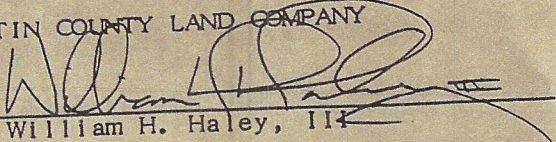
20. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any tract in said complex.

21. The restrictions and covenants herein set forth shall continue and be binding on AUSTIN COUNTY LAND COMPANY, its successors and assigns, for a period of twenty (20) years from date this instrument is filed for record in the Office of the

County Clerk of Austin County, Texas, and shall be renewed and extended for successive periods of twenty (20) years by the affirmative vote of 75% of the property owners based on one (1) vote per acre.

EXECUTED this the 2nd April, 1996.

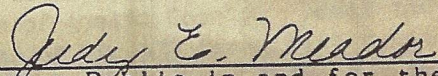
AUSTIN COUNTY LAND COMPANY

By: 
William H. Haley, III
President

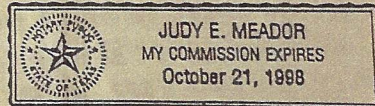
THE STATE OF TEXAS *
COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM H. HALEY, III, President of AUSTIN COUNTY LAND COMPANY, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged 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 2nd day of April, 1996.


Notary Public in and for the
State of Texas

B: RESTRICT / LEGAL #7



→ Returned to
A.C.L.
1860 Augusta
Houston TX 77057

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Interpreting Staff:
TEH, md
Ver:
WILLIS, JACK B.

AMENDMENT TO RESTRICTIONS

WHEREAS, certain restrictions affecting the use and enjoyment of Austin's Old 300 Colony are recorded in Volume 1, Page 205, of the Official Records of Austin County, Texas, to which reference is herein made for all intents and purposes;

WHEREAS, such restrictions are applicable to all of the following described real property, to-wit:

98.970 acres of land, in the Milburn and Davis League, A-71, in Austin County, Texas, as described in a Deed to Austin County Land and Cattle Company, dated August 7, 1994 and recorded in Volume 711, Page 93, of the Official Records of Austin County, Texas, to which reference is herein made for all intents and purposes;

WHEREAS, it is the desire of the undersigned, to amend said restrictions with respect to restriction number 3, which now reads as follows:

3. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backing water and shall be a minimum of 18" in diameter. Culverts or bridges must be used for driveways and/or walks.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, we, the undersigned, do hereby amend said restrictions with respect to restriction number 3, as follows:

3. All drainage structures under private driveways shall have a drainage opening area of sufficient size to permit the free flow of water without backing water, and driveways without ditches shall not be required to have such culverts. All driveways shall be approved by a committee of the owners.

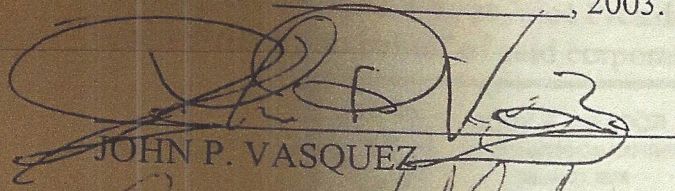
This amendment shall be binding upon all of the owners of said real property who sign this instrument, even though all of the owners of said real property may not sign this instrument. The undersigned do hereby ratify and confirm all of the covenants, terms, and conditions of said restrictions, including this amendment.

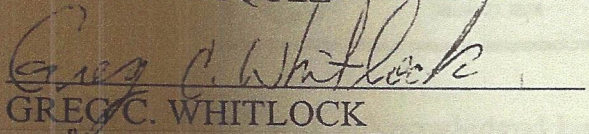
Where context and circumstances require, the gender of all words used herein shall include the masculine, feminine and neuter, and the singular of all words shall include the plural and the plural the singular.

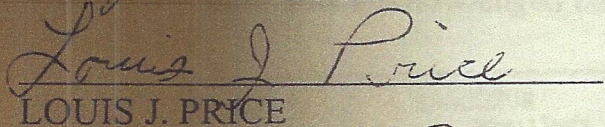
If any provision herein shall be held to be invalid, illegal, or unenforceable in any respect, this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

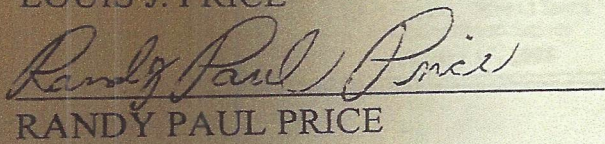
This contract shall apply to and bind the heirs, devisees, administrators, executors and personal representatives of the respective parties hereto and to the assigns and legal successors of their respective properties and rights.

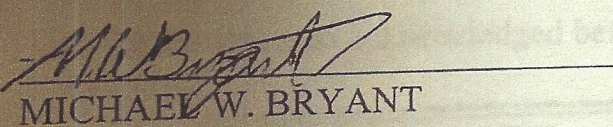
DATED: _____, 2003.

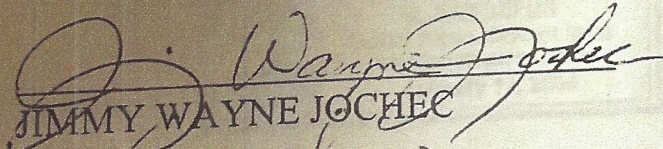

JOHN P. VASQUEZ


GREG C. WHITLOCK

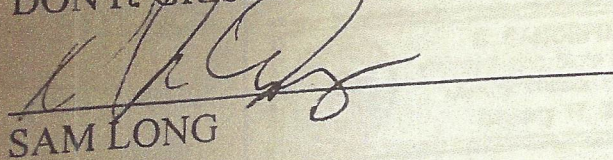

LOUIS J. PRICE

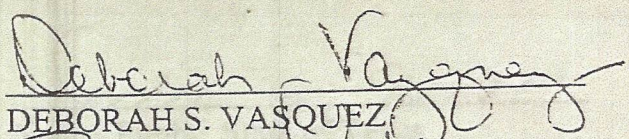

RANDY PAUL PRICE

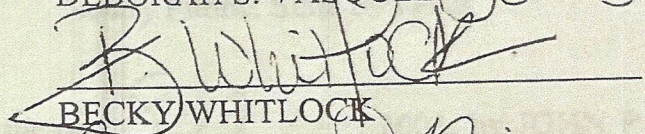

MICHAEL W. BRYANT

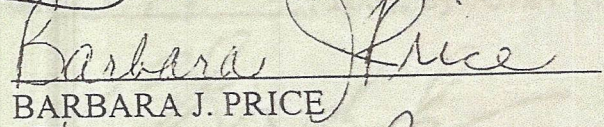

JIMMY WAYNE JOCHEC

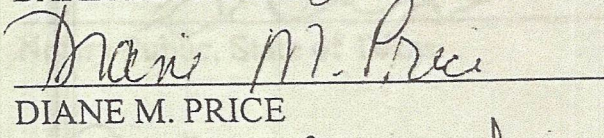

DON P. GRISER

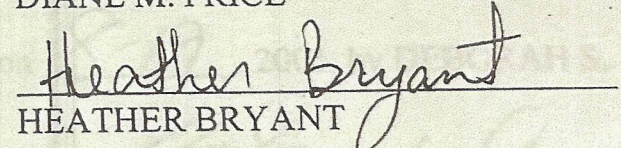

SAM LONG


DEBORAH S. VASQUEZ

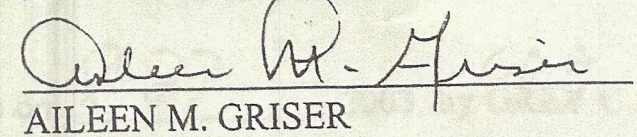

BECKY WHITLOCK

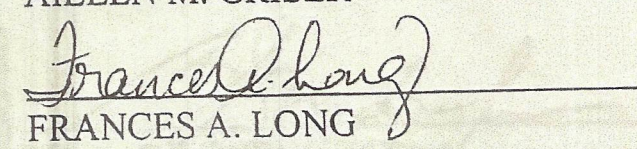

BARBARA J. PRICE


DIANE M. PRICE


HEATHER BRYANT


DELORES JOCHEC


AILEEN M. GRISER


FRANCES A. LONG