

420B

**DEDICATION AND PROTECTIVE COVENANTS AND RESTRICTIONS
APPLICABLE TO HIGHLAND MEADOWS, SECTION VII, IN THE
CITY OF BRENHAM, WASHINGTON COUNTY, TEXAS**

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

That T & L Development of Brenham, Texas, a Partnership (hereinafter the "Developer"), being the owner of that certain tract or parcel of land described as Highland Meadows Subdivision Section VII, being Lots 1-27, Section VII and easements as shown being over and across the remainder labeled "Future Development" and being a subdivision of a portion of Tract 1 called 31.69 acres and Tract 2 called 11.825 acres described in deed from Laverne Lehrmann, et al and recorded at Volume 489, Page 228, Official Records, Washington County, Texas, as shown on plat prepared on August 23, 2000 by Richard J. O'Malley, Registered Professional Engineer does hereby dedicate same to be his subdivision known as "HIGHLAND MEADOWS, SECTION VII" and does hereby dedicate same as such, and does further dedicate to the use of the public streets, alleys, and easements shown thereon.

In dedicating this Subdivision, to be known as "HIGHLAND MEADOWS, SECTION VII," located in the City of Brenham, Washington County, Texas, (hereinafter the "Subdivision") the following restrictions and protective covenants shall be applicable to all of the lots in the Subdivision:

RESTRICTIONS AND PROTECTIVE COVENANTS

1. All Lots in the Subdivision (hereinafter each "Lot" or collectively the "Lots") shall be restricted to Residential Purposes only. No structures shall be erected, altered, placed, or permitted to remain on any such Lot other than a private Residence, not to exceed two stories in height not including a basement, and a private garage for not more than three cars, and other buildings incidental to residential use of the Lot.
2. Only one Residence shall be constructed on each Lot; however, this shall not prohibit the construction of a Residence on a portion of two or more Lots as shown by said plat, provided such tract constitutes a homesite.
3. The term "Residential Purposes" as used herein shall be held and construed to exclude hospitals and apartment houses and to exclude commercial and professional usage, and any such usage of any Lot is hereby expressly prohibited.
4. The word "House" or "Residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections, and any other permanent part of the improvements, except roofs. "Building", as herein used, shall mean main structures, porches, whether screened or unscreened, breeze ways, attached garages, porte cocheres, steps, and projections covered by roof.
5. No Building shall be located on a Lot nearer to the front line than 25 feet, or nearer to a side street line than 25 feet. No Building on a Lot shall be located nearer than 10 feet to any side line, nor nearer than 25 feet from the rear lot line. No fence or other structure shall be built within 15 feet of the edge of a creek or water course on a Lot or within 15 feet of a drainage ditch bunk located upon or adjacent to a Lot.
6. No garage or outbuilding on any Lot shall be used as a residence, nor shall the same be used as living quarters, except by servants engaged on the premises, or by some member of the immediate family.

7. No trailer, basement, tent, shack, lean-to, garage, barn, or other outbuildings erected on any Lot shall at any time be used as a residence, temporary or permanent (Except as herein provided), no shall any structure of a temporary nature be used as a residence. Under no circumstances will house trailers or manufactured homes be permitted within the Subdivision at any time.

8. The floor area of the main Residence of any Lot, exclusive of open porches, steps, screen porches, porte cocheres, breeze ways, garages, and other buildings, shall not be less than 1,400 square feet.

9. No yard toilet or privy shall be erected or maintained on any Lot within the Subdivision.

10. No building materials of any kind or character shall be placed or stored in the streets or between the streets and the property line. All building materials to be used in the construction of Buildings on a Lot in the Subdivision shall be placed within the property lines of the Lot upon delivery.

11. No garbage, trash, ashes, or other refuse may be thrown or dumped on any vacant Lot in the Subdivision; no shall same or any container therefor be left in the street line or public view, except the same may be maintained in a clean and sanitary manner in the rear of the residence or outbuildings.

12. No cattle, sheep, goats, hogs, rabbits, or poultry may be kept in any part of the Subdivision.

13. No nuisance or advertising sign, billboard, or other advertising device shall be built on or suffered to remain within the Subdivision, except that the owner may place on a Lot signs or devices as they deem appropriate having to do with the sale of the Lot, and except that any Lot owner may place on a Lot owned by him for resale signs so indicating having an area of not more than five square feet in height and not more than four feet from the surface of the ground.

14. No obnoxious or offensive trade or activities shall be carried on on any Lot, nor shall anything be done thereon that shall be or will become an annoyance or nuisance to the occupants of the Subdivision or neighborhood.

15. Grass and weeds on each site conveyed must be kept mowed at regular intervals as may be necessary to maintain such site in a neat and attractive manner. Until a home or residences is built on said site, the Developer shall have the right to have the grass and weeds cut and drainage ditches maintained when and as often as in the Developer's judgment same is necessary. If the owner/owners fail to do so, and the owner/owners of said site/sites shall be held by the acceptance of such deed to be obligated to pay the Developer for the cost of such work. Each owner is responsible for mowing and maintenance of any drainage ditch or creek bed adjacent to or upon the Lot of that owner as necessary to maintain such drainage ditch or creek bed in neat and attractive appearance.

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

17. These covenants are to run with the land and shall be binding on all parties and 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 successive periods of Ten (10) Years, unless 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.

18. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages.

19. Invalidation of any 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.

20. The above covenants and restrictions are made a part of the dedication of "HIGHLAND MEADOWS, SECTION VII", upon the record, and the deed to each lot purchased shall convey the same to the purchaser, subject to such covenants and restrictions, and his observance thereof shall constitute a part of the consideration of said Lot so conveyed. A copy of such covenants and restrictions shall, at the time, be furnished each purchaser, and he shall sign a statement that he will agree to abide by and carry out the same so long as he owns any Lot in said subdivision, by every honorable means, and same shall constitute a contract with the Developer and the other Lot owners in said Subdivision.

21. Wherever the word "Developer" is used herein, means the T & L DEVELOPMENT COMPANY of Brenham, Texas, the original owner of all Lots in the Subdivision.

IN WITNESS WHEREOF, this instrument is executed this the 20th day of August, 2000.

T & L DEVELOPMENT COMPANY OF
BRENHAM, TEXAS

By: *Arlen Thielemann*
ARLEN THIELEMANN

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ARLEN THIELEMANN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of T & L Development Company, Brenham, Texas, and as the Manager thereof, for the purposes and considerations therein expressed.

Given under my hand and seal of office on this the 20th day of August A.D. 2000.



Cheryl Beckermann
Notary Public in and for the State of Texas

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FILED FOR RECORD
WASHINGTON COUNTY, TX
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BETH A. BOUVERNEL
WASHINGTON CO. CLERK