

AMENDED RESTRICTIONS FOR
APACHE HILLS SUBDIVISION

Being an amendment of said Restrictions
filed of record in an instrument recorded in
Volume 226, Page 292, Deed Records of
Burleson County, Texas

THE STATE OF TEXAS.)
)
COUNTY OF BURLESON)

WHEREAS, First Bank & Trust of Bryan, Texas, was the purchaser at a foreclosure sale held on the 7th day of January, 1975, of certain lots and tracts of land located in Apache Hills Subdivision, according to the Plat thereof recorded in Volume 140, Page 382, of the Deed Records of Burleson County, Texas. The property purchased by First Bank & Trust being fully described in the following Trustee's Deeds: A Trustee's Deed recorded in Volume 225, Page 165, Deed Records of Burleson County, Texas; a Trustee's Deed recorded in Volume 225, Page 168, Deed Records of Burleson County, Texas; and a Trustee's Deed recorded in Volume 225, Page 387, Deed Records of Burleson County, Texas;

WHEREAS, as a result of such purchase First Bank & Trust of Bryan, Texas, became the owner of more than 66-2/3% of the lots located in the Apache Hills Subdivision.

WHEREAS, the restrictions on said subdivision recorded in Volume 203, Pages 296-302, Deed Records of Burleson County, Texas, provided that the owners of record of 66-2/3% of the lots in Apache Hills Subdivision could modify or abrogate said restrictions by joint written agreement.

WHEREAS, First Bank & Trust amended said Restrictions in an instrument dated March 4, 1975, recorded in Volume 226, Pages 292-299 of the Deed Records of Burleson County, Texas, so as to allow the owners of 51% of the lots to amend said Restrictions.

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WHEREAS, First Bank & Trust of Bryan, Texas, the owner of more than 51% of said lots desires to change and alter the Restrictions of said Apache Hills Subdivision as they appear in Volume 226, Pages 292-299 of the Deed Records of Burleson County, Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Restrictions currently applicable to Apache Hills Subdivision recorded in Volume 226, Pages 292-299, of the Deed Records of Burleson County, Texas, dated the 4th day of March, 1975, are hereby revoked in their entirety and in lieu thereof, the following restrictive covenants are substituted and made applicable to all lots in Apache Hills Subdivision, to-wit:

I.

No lot shall be used for any purpose except residential purposes, except: Lots 1, 2, 15 and 16 in Block "C" which are reserved and may be used for commercial, and Lots 1, 2, 44, 45, 46, 31, 32, 33, 34, 35, 36, 39, 40, 41 and 42 in Block "A" which are reserved and may be used for commercial, and Lots 1 and 32 in Block "E" which are reserved and may be used for commercial.

II.

Lots Nos. 35, 58-72 and 76-88 in Block "A" may be divided and sold in parcel lots provided, however, no septic tanks or private sewage facilities shall be placed on any tract that is less than a full lot in size. None of the other lots located in said subdivision shall be divided except that one lot may be divided between adjacent lots, after which each adjacent lot, together with the addition, shall be considered as one lot in applying these Restrictions.

III.

No building shall be erected, placed or permitted to remain on any lot other than one detached single family residence, a private garage and one storage building.

IV.

Conventional dwellings other than mobile or trailer homes erected on any lot shall have a minimum of 600 square feet

of floor area, excluding open porches and garages. Exposed exterior materials shall be wood or masonry. Roofing shall be composition or wood shingles. Asphalt or asphalt type sidings are prohibited.

V.

No part of any building on any lot shall be erected or maintained nearer than twenty (20) feet from the front lot line, or nearer than five (5) feet from side lot lines, or nearer than fifteen (15) feet from the rear lot line. If garages are placed seventy-five (75) feet or further from the front lot line, the garage may be placed three (3) feet from side lot line. Only that portion of a building physically covered by a roof shall be considered in applying this Restriction. Overhanging portions of roof shall not be considered.

VI.

All lots other than those located in Block "G" may have mobile homes located on them. All mobile homes must be skirted around the bottom with factory built or masonry skirting within ninety (90) days from moving such mobile home onto the lot. All mobile homes must be tied down according to state law. All mobile homes placed on a lot must be no older than five years of age and be at least 12' by 40'.

VII.

No mobile home, trailer home, camper home or any other wheeled or temporary structure shall be maintained on any lots located in Block "G".

VIII.

A Community Association, to be known as Apache Hills Community Association, shall be formed. Each lot owner shall have one (1) voting membership in said Association. The purpose of said Association shall be for the upkeep, promotion and maintenance of Apache Hills Subdivision.

IX.

The owner of each lot, by purchasing such lot, agrees to pay a monthly maintenance fee of Five and No/100 (\$5.00) Dollars per month to a maintenance fund. However, if any lot owner wishes, he may prepay one (1) year's maintenance fee in January of each year by paying a lump sum payment of Fifty and No/100 (\$50.00) Dollars. The new maintenance schedule shall become effective on the 1st day of May, 1976 and shall remain fixed until January 1, 1979, at which time the monthly and the annual payments shall become subject to a percentage increase subsequent to January 1, 1979, in proportion to the percentage increase, if any, in the official Consumer Price Index (U.S. New Series, U.S. average for all items for urban wage earners and clerical workers; revised 1953, or any successor index thereto, as published by the Bureau of Labor statistics of the U.S. Department of Labor). Each monthly installment shall be due and payable on or before the 10th day of each month. Said maintenance fund shall be used by the Administrator of such fund for the maintenance and upkeep of said subdivision. First Bank and Trust of Bryan, Texas or a Substitute Administrator, appointed by First Bank & Trust, Bryan, Texas may administer the fund until 100% of the lots in Apache Hills Subdivision are sold or until First Bank & Trust of Bryan, Texas, shall resign, whichever event occurs first. At the time First Bank & Trust of Bryan, Texas, and any Substitute Administrator appointed by First Bank & Trust of Bryan, Texas, is no longer the Administrator of such funds, the Apache Hills Community Association shall assume full control of the Maintenance Fund. Any funds held by First Bank & Trust or the Substitute Administrator in the Maintenance Fund will be delivered to the Association upon proof of the legal existence of the Association. Neither First Bank & Trust nor any Substitute Administrator appointed by First Bank & Trust shall be required to pay a maintenance charge on any lot standing in its own name. Said Association shall also assume full responsibility for the upkeep and maintenance of Apache Hills Subdivision. The Apache Hills Community Association shall purchase, at fair

market value, all recreational facilities erected for general subdivision use by First Bank & Trust of Bryan, Texas, or its successors or assigns.

All sums becoming due under this paragraph which are unpaid shall constitute a lien on the lot or lots to which such sums were chargeable and such lien shall be prior to all other liens except (1) tax liens on the particular lot or lots in favor of any assessing unit and special district and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed on by suit by the Administrator of the Maintenance Fund or the Apache Hills Community Association in a like manner as a mortgage on real property. The Administrator or the Apache Hills Community Association shall have power to bid at such foreclosure sale and to acquire and lease, mortgage and convey same. Suit to recover a money judgment for such maintenance charge shall be maintainable without foreclosing or waiving the lien securing the same.

Where the mortgage of a first mortgage of record or other purchaser of a lot obtains a title to the lot as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the maintenance charge chargeable to such lot that became due prior to the acquisition of such lot by such acquirer.

X.

No buildings or other improvements including add-on storage buildings shall be erected or placed on a lot until First Bank & Trust of Bryan, Texas, or its duly authorized representative shall have approved the plans and specifications thereof. All plans and specifications shall be sent to 101 N. Texas Avenue, Bryan, Texas, 77801. Plans shall be deemed approved if no action is taken within thirty (30) days. At such time as 100% of the lots of Apache Hills Subdivision are sold or at such time First Bank & Trust or its successors or

assigns shall voluntarily release the architectural control, whichever event shall occur first, all architectural control of all permanent improvements shall automatically pass to the Apache Hills Community Association.

XI.

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded Plat. Said easements are also reserved as drainage easements.

XII.

Sewage disposal shall be by septic tank or other approved type of disposal process. All sanitary sewage systems shall be approved by the government authority having jurisdiction. No outside toilets shall be permitted. No disposal system shall be permitted which allows raw sewage to enter water bodies. No sewage effluent shall be allowed to drain into any public drainage system.

XIII.

No lot shall be used or maintained as a dumping ground for rubbish. All lots must be neat and orderly and all trash kept in sanitary containers, which containers must be kept at the rear of the lots or tract and be fully covered and all trash must be disposed of in a reasonable length of time.

XIV.

No lot may be used for a junk yard or wrecking yard and any vehicle that does not run or move under its own power within thirty (30) days must be removed immediately.

XV.

No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that household pets may be kept if not raised or bred for commercial purposes.

XVI.

No noxious or offensive activity shall be permitted

on any lot, nor shall any activity be carried on which may be or become an annoyance or nuisance to the subdivision.

XVII.

No signs of any kind shall be displayed on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and one sign by the builder or contractor to advertise the property during the construction and sales period.

XVIII.

Each Restriction and condition set forth herein shall remain in force for the longest period of time allowed by law, unless one or more of said Restrictions be modified or abrogated by joint written agreement by the owners of record of 51% of the lots in Apache Hills Subdivision.

XIV.

All facilities installed for electrical and water distribution on each lot including meter installations, must be done by a contractor approved by First Bank & Trust of Bryan, Texas, or its authorized representatives. At such time as the architectural control of such subdivision passes to the Apache Hills Community Association all such contractors must be then approved by the Apache Hills Community Association.

XX.

Enforcement of these Restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation thereof, or to recover damages for breach thereof.

XXI.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other covenant, which shall remain in force and effect.

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First Bank & Trust of Bryan, Texas, the current record owner of at least 51% of the lots located in the Apache Hills Subdivision, as reflected in the above described Plat, executes this instrument to evidence its consent to the foregoing provisions hereof and acceptance of the new and amended Restrictions.

WITNESS MY HAND AND SEAL OF OFFICE, on this the 14th day of April, 1976.

FIRST BANK & TRUST, BRYAN, TEXAS

BY: *Vic Paulos* PRESIDENT

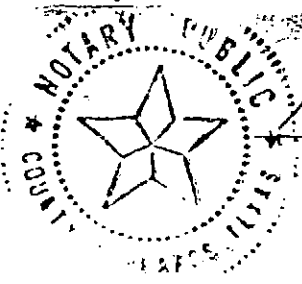
ATTEST:

Lawrence O'Leary
VICE PRESIDENT

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vic Paulos, President of First Bank & Trust of Bryan, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 14th day of April, 1976.



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Rebekah Heidemann
NOTARY PUBLIC IN AND FOR BRAZOS COUNTY TEXAS

Filed for Record April 21, 1976 at 9:00 A.M.
And Recorded April 22, 1976 at 2:00 P.M.

By *Royelle Kornegay*

John J. Toupal
Deputy County Clerk, Burleson County, Tex: