

AMENDED RESTRICTIONS FOR
APACHE HILLS SUBDIVISION

Being an amendment of said Restrictions
filed of record in an instrument recorded in
Volume 203, Page 296, 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, has become 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, provide that the owners of record of 66-2/3% of the lots in Apache Hills Subdivision may modify or abrogate said restrictions by joint written agreement.

WHEREAS, First Bank & Trust of Bryan, Texas, the owner of more than 66-2/3% of said lots desires to change and alter the restrictions of said Apache Hills Subdivision as they appear in Volume 203, Pages 296-302 of the Deed Records of Burleson County, Texas;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that

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the restrictions currently applicable to Apache Hills Subdivision recorded in Volume 203, Pages 296-302, of the Deed Records of Burleson County, Texas, dated the 21st day of September, 1972, 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 Lots 39, 40, 41 and 42 in Block "A" which are reserved.

II.

Lot 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,

side lot lines, or nearer than fifteen (15') feet from
or nearer than five (5) 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 a 1970
model and be at least 12' x 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 an initial fee of \$35.00 to the Maintenance Fund, to be
paid within 120 days after the purchase of said lot, and further
agrees to pay an annual fee of \$35.00 to said Maintenance Fund.
The annual fee shall be due and payable on January 2, of each
succeeding year and First Bank & Trust of Bryan, Texas, or a
substitute administrator appointed by First Bank & Trust of
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 mortgagee of a first mortgage of record or

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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.

XIX.

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 representative. 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 proceedings 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.

First Bank & Trust of Bryan, Texas, the current record owner of at least 66-2/3% 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 4th day of March, 1975.

FIRST BANK & TRUST, BRYAN, TEXAS

BY:

D. W. Anderson
President

ATTEST:

Don M. Gill

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These restrictions are being re-recorded to correct an inadvertent omission of a complete line when typed, said omission being in Paragraph V of this instrument.

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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 4th day of March, 1975.

Leida Schultz
NOTARY PUBLIC IN AND FOR
BRAZOS COUNTY, TEXAS



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THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 18 DAY OF April, 19 75, AT 9:00 O'CLOCK A.M., AND DULY RECORDED ON 18 DAY OF April, 19 75, AT 11:30 O'CLOCK A.M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 226, PAGE 292-299

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

By _____ DEPUTY