

RESTRICTIVE COVENANTS FOR THE
SCENIC ESTATES SUBDIVISION
OF THE CITY OF BRENHAM,
WASHINGTON COUNTY, TEXAS

5585

THE STATE OF TEXAS I
COUNTY OF WASHINGTON I
CITY OF BRENHAM I

KNOW ALL MEN BY THESE PRESENTS:

That FIRST SAVINGS ASSOCIATION OF BRENHAM, TEXAS, a Texas Corporation, being the owner of a 43.864 acre tract of land in the A. Harrington Survey A-55, City of Brenham, Washington County, Texas, and acting by and through its duly authorized officers does hereby dedicate the following restrictions and protective covenants which shall be applicable to all lots in the Scenic Estates, Sec. I Subdivision, as shown in Plat Cabinet No. 226A - 226B Plat Records of Washington County, Texas.

I.

Except for the property labeled as "Reserved" on the recorded subdivision plat, the property is strictly sold and use-limited to subdivision for single-family, or multi-family, residential lots. No structures shall be erected, altered, placed, or permitted to remain on any single-family residential building lot other than a private residence, not to exceed two stories in height not including a basement, and a private garage for two or three cars, and other buildings incidental to residential use of the lot.

Only one residence shall be constructed on each single-family lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitutes a homesite as defined in the succeeding paragraph:

Block I, Lots 1-10;
Block II, Lots 11-16; Block III, Lots 17-22; Block IV, Lots 23-28;
Block VII, Lots 67-74; Block VIII, Lots 75-83; Block IX, Lots 84-94;
Block X, Lots 95-106 are designated as single-family residential lots.
Block VI, Lots 40-56, and Block VII, Lots 57-66 are designated as Single-Family Residential Patio (zero lot line) Lots.

The term "single-family 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 this property is hereby expressly prohibited.

Block IV, Lots 29-34 and Block V, Lots 35-39, are designated as Multi-Family Residential Lots.

The term "multi-family residential purposes" as used herein shall be held and construed to include "duplex or townhouse" type construction and to exclude hospitals and commercial and professional usage.

II.

No building shall be located nearer to the front line than 25 feet, or nearer to a side street line than 25 feet, except that the buildings on zero lot line lots shall not be located nearer to the front line than 15 feet or nearer to a side street line than 25 feet. No building shall be located nearer than 10 feet to any side line, nor nearer than 25 feet from the rear lot line. Building, as herein used, shall mean main structures, porches (whether screened or unscreened), breezeways, attached garages, steps and projections covered by roof. No detached garages and accessory buildings shall be located nearer than 5 feet from the rear lot line.

III.

No garage or outbuilding on such property shall be used as a residence, nor shall the same be used as living quarters.

IV.

No trailer, basement, tent, shack, lean-to, garage, barn or other outbuildings erected on the property shall be at any time used as a residence, temporary or permanent (except as herein provided), nor shall any structure of a temporary nature be used as a residence. Under no circumstances will house trailers be permitted to be resided in on the property, at any time.

V.

No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any lot, until the construction plans and specifications and a plot plan showing the location of the improvements has been submitted to and approved by a majority vote of an architectural control committee composed of three members selected by the Developer.

VI.

The floor area of the main structure of such lot, exclusive of open porches, steps, screen porches, breezeways, garages, and other buildings, shall not be less than 1,300 square feet for a single-story home; not less than 1,000 square feet for a patio home, not less than 1,650 square feet for a 1½ and two-story homes, and not less than 1,800 square feet for a duplex.

VII.

The exterior walls of all main residence buildings shall be at least 51% brick, brick veneer, stone, stone veneer, concrete, or other masonry type of construction, but the architectural committee hereinafter provided for shall have the power to waive the masonry requirements so as to allow the erection of a residence of redwood panel, cedar panel, or other acceptable wood panel.

VIII.

No yard toilet, or privy, shall be erected or maintained on any lot of said subdivision except during construction.

IX.

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 in this subdivision shall be placed within the property lines of said premises upon delivery.

X.

No garbage, trash, ashes, or other refuse may be thrown or dumped on any vacant lot in this subdivision; nor 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.

XI.

No cattle, sheep, goats, hogs, rabbits or poultry may be kept in any part of this property or subdivision. Household pets, such as dogs and cats, may be kept but may not be bred for commercial purposes.

XII.

No nuisance, or advertising sign, billboard, or other advertising device shall be built on or suffered to remain upon any of the premises in this subdivision, except that the owner may place on said premises signs or devices as they deem appropriate having to do with the sale of the property, 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 (5) square feet and not more than four (4) feet from the surface of the ground.

XIII.

All mineral rights are reserved by the developer. No drilling, oil development operations, oil refining, as recycling, quarrying or gravel or sand, mining producing or processing operations of any kind shall be permitted on any lot in the subdivision, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any residential lot; and no derrick or other structure designed for use in drilling or boring for oil or gas shall be erected, maintained, or permitted on any lot.

XIV.

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 neighborhood.

XV.

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. Ditches abutting said property must be kept in good condition. Until a home or residence is built on said site, the developer shall have the right to have the grass and weeds cut and ditches maintained when and as often as in their judgement same is necessary. If the owner/owners fail to do so, 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.

XVI.

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

XVII.

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.

XVIII.

Enforcement 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, or to recover damages.

XIX.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XX.

The above covenants and restrictions are made a part of the dedication of Scenic Estates, Sec. I, upon the records and the deed to each lot purchased which 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 agree to abide by and carry out the same so long as he owns any property in said subdivision, by every honorable means, and same shall constitute a contract with the developer and the other lot owners in said subdivision.

Wherever the word "developer" is used herein, means FIRST SAVINGS ASSOCIATION of Brenham, Texas, the original owner of all lots in said subdivision.

IN WITNESS WHEREOF, this instrument is executed this the 22 day of October, 19 85.

FIRST SAVINGS ASSOCIATION OF BRENHAM

BY: Edmund R. Lehmann
Edmund R. Lehmann, President

THE STATE OF TEXAS I
COUNTY OF WASHINGTON I

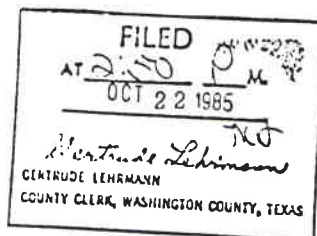
Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared EDMUND R. LEHMANN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of FIRST SAVINGS ASSOCIATION of Brenham, and as the President thereof, for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the 22 day of October, 19 85.

Mary Lou Steinbach
Notary Public in and for the State of Texas

Mary Lou Steinbach
Notary Public
County of Washington, Texas
My Commission Expires

3/31 Day of 19 89



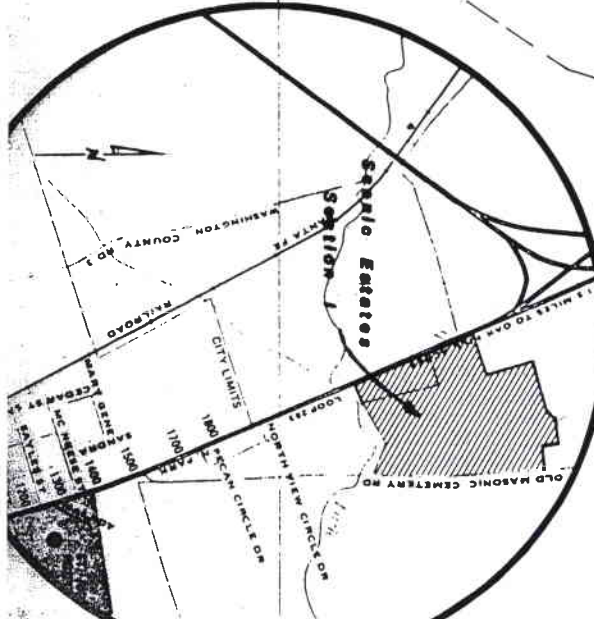
STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

OCT 30 1985



Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas



A.E. - Access Easement
U.E. - Utility Easement
D.U.E. - Drainage & Utility Easement
M - 10' Wide By 25' Deep Utility Easement

P. & A. HOPE SURVEY A-62
WASHINGTON COUNTY, TEXAS

Arthur H. Enno

N1 - 10' Wide By 25' Deep Utility Easement



**SCENIC ESTATES
SECTION I**

A Subdivision of 43.864 acres located in the A. Harrington Survey A-55, City of Brenham, Washington County, Texas and being a portion of the tract of land called 23.881 acres in a deed to First Savings Association of Brenham as recorded in Volume 332 Page 357 and also a portion of the tract of land called 75.6717 acres in a deed to First Savings Association of Brenham as recorded in Volume 427, Page 359 of the Washington County Deed Records.



ENGINEER:
John E. Pledger II

REC NO
4536

DESIGN
J.E.P. III

DATE	4-9-84	JOB NO.	02083-04
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02083-04

SPECIAL UTILITY EASEMENTS

For Block III, Lots 17 thru 22; Block IV, Lots 23 thru 34 and Block V, Lots 95 thru 106, there is hereby dedicated to Bluebonnet Electric Cooperative, Inc. and Southwestern Bell Telephone Company a ten (10) foot wide utility easement adjacent to all lot lines.

First Savings Association of Brenham

ZERO LOT LINE LOTS

Block VII, Lots 57 thru 66 and Block VI, Lots 40 thru 56 are hereby designated as zero lot line lots with the northeast line of each lot being designated the zero lot line. There is hereby dedicated adjacent to the southwest line of said lots a perpetual exception of five (5) foot wide wall/maintenance easement which, with the structures, roof overhangs may penetrate this easement a maximum of two (2) feet provided the roof is so designed that runoff water is confined to the easement area. All walls on the zero lot line shall be maintained in their original color and treatment unless agreed to otherwise in writing by the two affected lot owners.

Scale 1"=100'

R R Overby

STATE

HIGHWAY

