

SUBDIVISION OF A 1-22-276 ACEE TRACT
STUBDIVISION OF A 1-22-276 ACEE TRACT
STUBDIVISION OF A 1-22-276 ACEE TRACT
STUBDIVISION OF A 1-22-276 ACEE TRACT
TEXAS, AND BEING TRAT SARE TRACT
DEED FROM WARREN FURTIL ST AL.
DEED FROM WARREN, L.B. 176
AUSTRIA SETTLEMENT, L.B. 177
SEPTEMBER 6, 2020 AND RECORDS IN SHALL NOT BE RECENT FROM THE ACED ACEE AND SHALL NOT BE VOLUME 1667, AGE 7260 OF THE OFFICIAL RECORDS OF PAYETTE COUNTYANY PURPOSE AND SHALL NOT BE RECENT FOR THE ACED ACE AND SHALL NOT BE VOLUME 1677
BE USED OR VIEWED OR PAYETTE COUNTYANY PURPOSE AND SHALL NOT BE SECURED OR SHALL NOT BE SHALL SHALL

0.15 Acre 0.14 Acre 0.17 Acre 0.27 Acre 0.29 Acre 0.29 Acre 0.02 Acre 0.02 Acre 0.02 Acre 0.02 Acre

122, 278 Acres

ACREAGE VITHIN APPARENT MARGINS OF PUBLIC ROAD

TOTAL ACREAGE

LOT NO.

NOTE: A 15' wide public utility easement (PUE) runs halde and alpeant to the finesed appearent margh of the public prode along the front of all lots.

EASCHENTS OF RECORD
(Namo Title heurance Co. GF Ho.
FA-20-359 effective August 3,
2020 and leaved August 28, 2020)

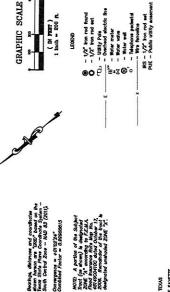
Fayette Boctro Cooperative, I Blanket Bectrod Essement (no locative describtion) Vol. 178, Fig. 148 F.C.D.R.

Fayette Mater Supply 15° Witer the Easemen (no locative description (no 150, Pp. 583 Vol. 519, Pp. 585 F.C.D.R.

WILLIAMS CREEK ESTATES

FINAL PLAT

ANNA POWELL LEAGUE, A-257 FAYETTE COUNTY, TEXAS



CUNTY OF FAYETTE STATE OF TEXAS

Owy ALL WO BY THOSE PRESONS. Their AUSTRI RITLADDI, Up a inclied performible organized and eaching under the lever of the shape Australians of them in the shape Australians of the Australians Aus

Aark Foster, Manager

STATE OF TEXAS

CUNTY OF FAYETTE

inn, the victory collectly, on this day personally apposed latel. Feater, brown to me to be the person abose name te Bed to the foreging behand it alonged of Microbia STIDLERGIN, to independent to the total he seconded the some he such If no the cut and deed of the partiesh for the parpose and consideration thems stated. I UNDER MY HAND AND SEAL OF OFFICE this the _____ doy of _

HOTARY PUBLIC, in and for

STATE OF TEXAS

COUNTY OF FAYETTE

Los Weber, County Judge FAYETTE COUNTY, TEXAS

Brendo Fletsom, County Clerk FAYETTE COUNTY, TEXAS

COUNTY OF FAYETTE

STATE OF TEXAS

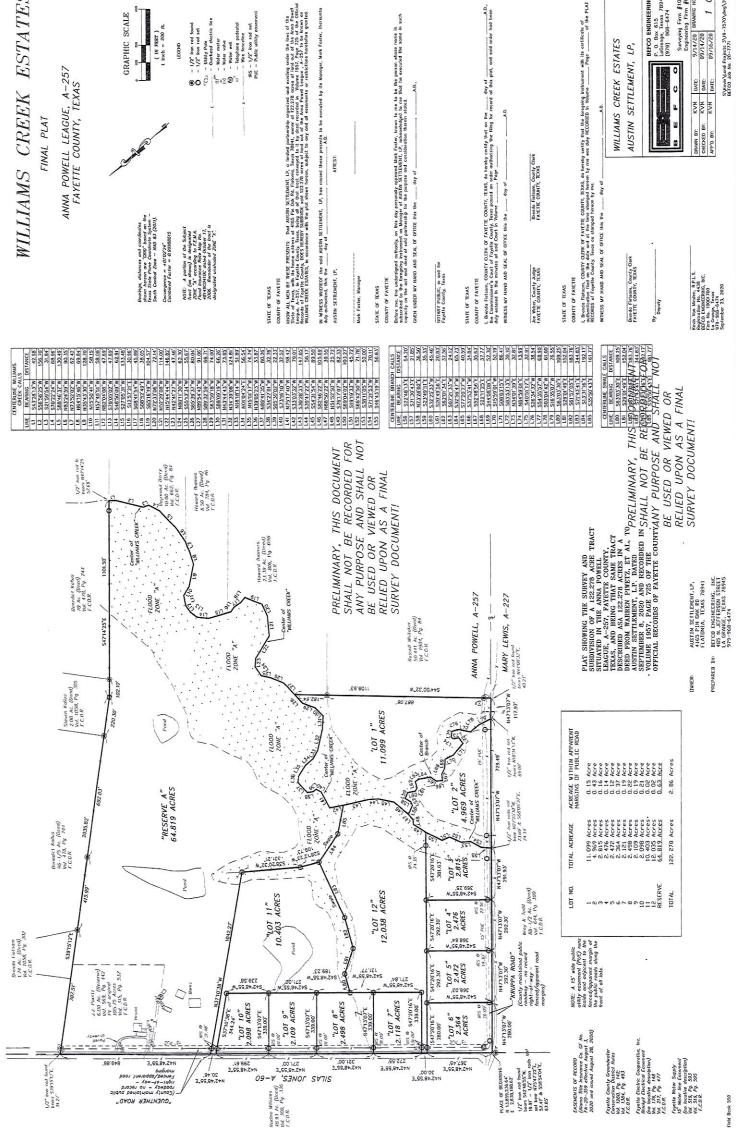
WILLIAMS CREEK ESTATES AUSTIN SETTLEMENT, LP, WINESS MY HAND AND SEAL OF OFFICE this the Goy of Prende Fatean, County Gork

1 OF BEFCO ENGINEERING, IN P. 0. Box 615 LoGrange, Texas 78945 (979) 968–6474 E 9/14/20 Rewind No.
E 9/14/20 Rewind No.
E 9/14/20 Rewind No.
E 9/14/20 Rewind No.
E 9/14/20 Rewind No. BKFOO CHECKED BY: KVM DATE.
CHECKED BY: KVM DATE.

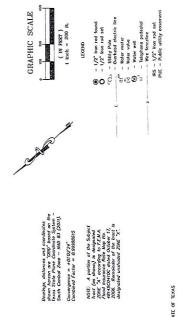
SYKevin\Land Projects 3\19-7570\drg\20-7771 BETO Job No. 20-7771

Flaid Book 559

BEFCO ENGINEERING, INC. 485 N. JEFFESON STREET LA GRANGE, TEXAS 78945 979-968-6474



WILLIAMS CREEK ESTATES



KNOW ALL MEN BY THES PRESDIS. That AUSTIN SCITLOBOIT, U. o. include posturable organized and existing under the lars of the Stifle of least, which is the solid set of the three solid sets and a still set of the Many Powell Still for least and the solid sets, being all build least severaged to 1 by dear received as "Valuer 1951, Page 752 of the Ordinary Received of Page 752, he fourth County OSE SIGREST SETS OF THE STILL SETS OF THE ORDINARY OF A STILL SETS OF THE ORDINARY OF THE ORDINARY OF STILL SETS OF THE ORDINARY OF STILL SETS OF THE ORDINARY OF

Before me, the undersigned outbraity, on this day pressendly appeared Mark Faster, known to me to be the person whose name is whostered to the foregoing instrument as Manager of ADSIN ESTILERIT, I. To extended get to me that the executed the same in such soquely as the set and deed of suid partnership for the pripage and consideration thereis salted.

BEFCO ENGINEERING, INC. P. O. Box 615 LoGrange, Texas 78945 (979) 968-6474 Surveying Firm #10001700 Engineering Firm #F-2011 9/14/20 DRAWING NO.

S\Kevin\Lond Projects 3\19-7570\dwg\20-7771B BEFCO Job No. 20-7771 1 OF

Williams Creek Estates

Lot 1 Kruppa Rd: 11.099 acres Asking \$199,000.

Lot 2 Kruppa Rd: 4.969 acres Asking \$119,000.

Lot 3 Kruppa Rd: 2.815 acres Asking \$91,487.50

Lot 4 Kruppa Rd: 2.476 acres Asking \$80,470.

Lot 5 Kruppa Rd: 2.472 acres Asking \$80,340.

Lot 6 Kruppa/Guenther Rd: 2.364 acres Asking \$76,830.

Lot 7 Guenther Rd: 2.118 acres Asking \$68,835.

Lot 8 Guenther Rd: 2.498 acres Asking \$81,185.

Lot 9 Guenther Rd: acres: 2.109 acres Asking \$68,542.50

Lot 10 Guenther Rd: acres: 2.098 acres Asking \$68,185.

Lot 11: 10.403 acres: Asking \$169,000.

Lot 12: 12.038 acres: Asking \$189,000.

Owner Financing Available:

20% down, 7.9% interest, 180 months. No prepayment penalties

Offered By: Lindemann Real Estate

<u>www.lindemannrealestate.com</u>

979-968-5803

sales@lindemannrealestate.com

RESTRICTIVE AND PROTECTIVE COVENANTS FOR WILLIAMS CREEK ESTATES, FAYETTE COUNTY, TEXAS

THE STATE OF TEXAS,

COUNTY OF FAYETTE.

KNOW ALL MEN BY THESE PRESENTS, that **Austin Settlement, LP**, a Texas Limited Partnership ("DEVELOPER"), acting herein by and through **Austin Settlement Management, LLC.**, a Texas Limited Liability Company, its General Partner, acting herein by and through its Managing Director, **William E. King**, the owner of that certain tract or parcel of land containing 122.278 acres, a part of the Anna Powell League, A-257, Fayette County, Texas, which land has been heretofore platted and subdivided into that certain subdivision known as **WILLIAMS CREEK ESTATES**, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume ____, upon Pages ___-__, of the Map or Plat Record of Fayette County, Texas [Slide Nos. ___ & ___], and does, for the protection and benefit of all owners of any lot or lots in said subdivision, hereby impress Lots 3 thru 12 in said subdivision with the following restrictive covenants running with the land governing the use, occupancy, enjoyment and sale of Lots 3 thru 12 of the **Williams Creek Estates** Subdivision:

- 1. All lots shall be used for single family residential purposes. No commercial undertaking shall be constructed on any lot that involves outside signage. In-home businesses are allowed so long as such in-home business is remote in nature and clients/patrons of the business are not invited onto the lot for business purposes.
- 2. The primary residence constructed on a lot shall contain not less than 1,500 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports.
- 3. One guest house maybe constructed on a lot but shall contain not less than 250 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area, porches, terraces, patios, driveways, and carports. The guest house constructed shall be constructed of similar material and design to that of the primary residence constructed on the lot. No guest house may be constructed unless a primary residence is constructed and maintained upon the lot as well.
- 4. Any residence constructed or other permanent structures are to be complete within one (1) year from the start of construction. Temporary facilities such as travel trailers and motor homes may be utilized during the construction period. However, in no event shall any such temporary facility be allowed to remain on the property longer than one (1) year. This one (1) year period shall be cumulative in nature. Following the completion of construction those temporary facilities such as travel trailers and motor homes may be stored upon the property so long as they are not used as a residence and are stored in such a manner that their presence does not negatively impact the

overall positive attractiveness of the property.

- 5. No mobile homes, modular homes, manufactured homes or the like shall be permitted on any lot.
- 6. Only one primary residence may be constructed on a lot. Outbuildings used in conjunction with residential use of the lots are permitted. All outbuildings including detached garages, workshops and barns must be of good construction, architecturally in harmony with the residential buildings, and kept in good repair.
- 7. No residence, guest house, outbuilding, or any other structure shall be constructed nearer than twenty (20') feet from any exterior lot line. In the case where an exterior lot line lies within the margins of a public road then that particular "exterior lot line" shall be considered to be the fenced/apparent margin of the road. In the case where multiple adjoining lots are owned by the same individual/entity then the exterior lot line shall be considered to be the exterior lot lines as if the adjoining lots had been joined/combined into a single lot.
- 8. All plans for building and building sites must be submitted to the Developer and must be approved in writing by the Developer before any construction can commence. Developer reserves the right to extinguish this particular covenant by filing as of record in the Official Records of Fayette County Texas a termination of this particular covenant which will extinguish the requirement to submit building plans to the Developer.
- 9. An easement for the installation and maintenance of utilities and drainage facilities is reserved according to and as shown by that map or plat thereof of WILLIAMS CREEK ESTATES PHASE 1, recorded with the County Clerk of Fayette County, Texas, in Volume ___, upon Pages ______, of the Map or Plat Record of Fayette County, Texas [Slide Nos. ____ & ___]. No utility company, water district, political subdivision, or other authorized entity using the easement shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of a lot owner situated in the easement.
- 10. The owner of a damaged or destroyed building on any lot shall promptly make repairs or replacement in order to restore the building to its condition prior to the damage or destruction. Should the owner not restore or repair the damaged building within a reasonable length of time, the owner shall tear down the damaged building and remove the debris from the lot.
- 11. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Fayette County, Texas and shall comply with all state and county laws and regulations. Approval of the system as installed shall be obtained from the proper authority.
- 12. No individual water-supply system shall be permitted on any lot unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Fayette County Ground Water Conservation District. Approval of the system as installed shall be obtained from the proper authority.
- 13. Each owner, prior to any development upon a lot, shall be solely responsible for obtaining the proper Development Permits from the Fayette County Office of Floodplain Management, or any successor authority, as required by the Flood Damage Prevention

Regulations of Fayette County, Texas which is recorded in Volume 1822 Page 706 of the Official Records of Fayette County, Texas, or any modifications or changes thereto. IT IS EXPRESSLY UNDERSTOOD AND AGREED by each Owner that approval of any development upon a lot shall be obtained from the proper authority.

- 14. Each owner shall be responsible for the maintenance and painting of all improvements on each lot. No refuse pile, unused or abandoned motor vehicles, trailers or other unsightly objects shall be allowed to be placed or to remain anywhere on any lot.
- 15. No commercial signs advertising the name of a commercial enterprise shall be located on any lot. In the event of a sale of a lot, one (1) for sale sign, said sign being no more than six (6) square feet in size, may be located on the lot being advertised for sale.
- 16. No obnoxious or offensive activity shall be allowed or carried on, upon or from any lot in the subdivision, nor shall any activity be allowed or conducted on any lot that would be a nuisance to the owners of other lots.
- 17. No quarrying, drilling, or mining operations of any kind for the exploration or development of oil, gas, or other minerals, including but not limited to sand, gravel, uranium, coal, lignite, iron, gold, silver and all other minerals whether mined by drilling, strip mining, or any other method shall be permitted on any lot.
- 18. No commercial raising of livestock of any type is allowed and no commercial feedlot type operations, commercial swine operations or commercial poultry operations shall be permitted on any lot. Livestock may be kept and maintained on said lots in numbers not to exceed one (1) animal for each two acres for horses and cattle and may not exceed one (1) animal for each one acre for sheep and goats. No more than five (5) animals shall be allowed. Chickens, ducks, geese or other poultry shall be allowed if contained within a pen and do not become an annoyance to neighbors. Animals used for non-commercial special projects, for example, children's participation in FFA, 4H, Fayette County Fair or other special projects emphasizing education and individual responsibility with animals including poultry and swine are permitted only if used in a child's or students educated related projects.
- 19. No one may use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the lots, or transport to or from a lot any Hazardous substance (as defined by state or federal law) or allow any other person or entity to do so except in minor amounts under conditions permitted by applicable laws.
- 20. No further subdividing of the lots shall be allowed or permitted.
- 21. There shall be no parking of tandem axle vehicles or what is commonly referred to as bob-tail trailers or semi-trucks and trailers, except as necessary to load or unload on a lot.
- 22. The foregoing restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date of recording, and shall automatically be extended thereafter for successive periods of ten (10) years; provided however, that the owners of a majority of the lots, as hereinafter identified, may release one or more of said restrictions, on either fifty (50) years from the date of recording, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of

the County Clerk of Fayette County, Texas. The owners of a 2/3 majority of the lots may release any acreage from any restriction or restrictions at any time. The owners of the lots are those lots 3 thru 12 as described in subdivision known as WILLIAMS CREEK ESTATES, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas, in Volume, upon Pages, of the Map or Plat Record of Fayette County, Texas [Slide Nos &]
Should an owner of a lot violate any of the covenants and restrictions set forth herein,

- 23. Should an owner of a lot violate any of the covenants and restrictions set forth herein, it shall be lawful for any other lot owner(s) in this subdivision to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants, and the party found to be at fault shall be liable for all costs and damages, including reasonable attorney's fees, incurred in connection with the enforcement of these restrictions. For the purposes of this item 23, lot owner(s) shall include Reserve A in the WILLIAMS CREEK ESTATES subdivision. Lots 3 thru 12 and Reserve A of WILLIAMS CREEK ESTATES shall have the right to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants.
- 24. Invalidation of any one or more of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect the validity of the other remaining restrictions.
- 25. All references herein to "Developer" shall be to Austin Settlement, LP., a Texas Limited Partnership, its successors or assigns.

EXECUTED on	, 2020.
Austin Settlement, LP., A Texas Limited Partnership	*

William E. King, Managing Director of Austin Settlement Management, LLC., its General Partner

THE STATE OF TEXAS	
COUNTY OF	
	ed before me on the day of, Director of Austin Settlement Management, LLC., the P., a Texas Limited Partnership.
	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS NOTARY'S TYPED OR PRINTED NAME:
	NOTARY'S COMMISSION EXPIRES: