

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRAZOS OAKS

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: That whereas, BRAZOS OAKS DEVELOPMENT, a Partnership, composed only of Edward B. Bell and John Malcom, Sr., hereinafter called the "Declarant", is the owner of all that certain real property located in Brazoria County, Texas, described as follows:

A 123.8035 acre tract out of a 1502.921 acre tract in the Thomas Alsberry 2 League Grant, Abstract No. 3, Brazoria County, Texas, and being more particularly described on Property Exhibit attached hereto and incorporated herein.

WHEREAS the Declarant will convey the above described property subject to certain protective covenants, conditions, easements and restrictions as hereinafter set forth; NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

ARCHITECTURAL CONTROL

1.01. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which Committee shall serve at the pleasure of the Declarant. The initial Committee will consist of Edward B. Bell, John Malcom, and Mary Bell, and the address for said Committee will be P. O. Box 427, Blessing, Texas, 77419.

1.02. No building, wall, or other structure shall be commenced, erected, or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures, topography and finished grade elevation.

1.03. After the Declarant, its successors or assigns, have conveyed all lots in the subdivision, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee, or to withdraw from it or restore to it any of its powers and duties. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to

it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE TWO

EXTERIOR MAINTENANCE

The owner of each lot shall keep all grass, weeds and brush cut so that the property will have a neat and attractive appearance. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, building materials, unused automobiles, or any other unsightly waste or material. "Unused automobile" is defined herein as any motor vehicle not displaying current registration tags and current safety inspection sticker. All rubbish, trash, garbage, or other waste from any tract shall be kept only in a sanitary container or incinerator or other equipment for the storage or disposal of such rubbish, trash, garbage or other waste. Such sanitary containers shall not exceed 55 gallons in size.

2.02. In the event the owner of any lot shall fail to maintain the premises and improvements situated thereon in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right through its agents and employees to enter upon said lot and to repair, maintain and restore the lot and exterior of the buildings and other improvements erected thereon and to cut any grass, weeds and brush, all at the expense of the owner of said lot.

ARTICLE THREE

USE RESTRICTIONS

3.01. No lot shall ever be used for any purpose other than single family residences. All residences shall be of new construction. No residence may be moved onto any lot. This restriction shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, and hotels, and to exclude all commercial, business, industrial, and professional uses, whether from homes, residences, or otherwise, and the above described uses are hereby expressly prohibited.

3.02. No building shall be erected, altered, placed, or permitted to remain on any lot other than:

A. One detached single family residence not to exceed two stories in height, together with a private garage or carport;

B. Tool sheds or workshops for the personal use of owner and his immediate family;

3.03. Any single story residence constructed on said lots must have a ground floor area of not less than 1000 square feet; and any two story, or more, residence must have not less than 800 square feet of ground floor living areas, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. Any residence built on stilts must have a first floor elevation at least 8 feet above the natural ground elevation of the lot, and the elevated first floor must have an area of not less than 900 square feet exclusive of open or screened porches, terraces, patios, driveways, carports and garages. The exterior

walls of any residence shall consist of new lumber or brick, stone or masonry construction, not to be construed as including unpainted concrete block or common clay tile.

The minimum top slab elevation for any residence shall be 12 inches above the natural ground elevation of the lot, or the minimum slab elevation required for a building permit issued by the Brazoria County Engineers Office, in compliance with the Federal Flood Insurance regulations, whichever elevation is higher.

3.04. No building or fence of any kind shall be located on any lot except in accordance with the following building line restrictions:

(1) No building or fence shall be located nearer than 50 feet from the road right-of-way line on which the lot adjoins, and on corner lots this restriction shall apply to all sides of the property that adjoins a road right-of-way.

(2) No building shall be located on any lot nearer than 15 feet to any side lot line or nearer than 20 feet to any rear lot line.

The following specific building line restrictions shall apply to the following lots:

(1) No building on Lots 14 through 23 and Lots 36 through 46, inclusive, shall be located nearer than 100 feet from the bluff high bank of the Brazos River.

(2) No building on Lots 29 through 35, inclusive, shall be located nearer than 50 feet from the bluff high bank of the Brazos River.

(3) No building on Lots 1-13, inclusive, shall be located nearer than 50 feet to the rear lot line.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. If two or more lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 3.05, these building set-back provisions shall be applied to such resultant building site as if it were one original platted lot.

3.05. None of said lots shall be resubdivided in any fashion that would result in a building site containing less than 1.0 acre, and less than 100 feet of frontage on the road it abuts. Any person owning two or more adjoining lots may subdivide or consolidate such lots into building sites with the privilege of constructing improvements as permitted in Paragraphs 3.03 and 3.04 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site containing less than 1.0 acre, and less than 100 feet of frontage on the road it abuts.

3.06. No open or pit-type toilet shall ever be constructed upon the above described property, and all water wells, septic tanks and underground septic sewage systems shall be constructed in accordance with the requirements, standards and recommendations of the Brazoria County Health Department, State

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Health Department of the State of Texas, and any other governmental authority having jurisdiction over such matters, whether same be City, County, State or other governmental authority. No separate drain field shall be constructed that will allow the discharge or drainage in any manner into adjoining lots, roads, streets, ditches or drainage easements existing now or in the future.

3.07. Easements for the installation and maintenance of road, utilities and drainage facilities are reserved in the deed. Neither the developer, nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to 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 the owner situated within any such easement. The right of use for ingress and egress shall be had at all times over any easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

3.08. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.09. No spirituous or vinous liquor of any sort capable of producing intoxication shall be sold on any lot.

3.10. No signs of any character shall be allowed on any lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

3.11. Before construction is begun on any lot, a driveway must be constructed from the road to the property in order that trucks or other vehicles will not rut or damage the ditch parallel to the road in front of said lot. No driveway may be constructed across the road ditch along any lot unless a sufficient opening is left under such driveway to permit proper drainage. The drain tile must be installed in such a manner that the inside bottom of the tile conforms with the grade of the bottom of the ditch, and is of the size and type recommended by the particular governmental authority having jurisdiction over such matters.

3.12. No trailer, mobile home, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence.

3.13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as follows:

A. Dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and provided the same do not become an annoyance or nuisance to the neighborhood.

B. One (1) horse or one (1) cow for each 1.5 acres may be kept by an owner of 1.5 acres or more, provided the same do not become an annoyance or nuisance to the neighborhood, and other livestock excluding hogs and swine may be kept provided they are being raised pursuant to and as a part of a 4-H or FFA youth project and are not otherwise being kept for commercial purposes, and provided they do not become an annoyance or nuisance to the neighborhood. All such livestock must be stabled to the rear of the residence.

3.14. No dirt, stone, gravel or other minerals shall be removed from any lot for any purpose except in connection with construction or drainage work or with prior written approval from the Architectural Control Committee.

3.15. No easement of any kind, including road access, utility or drainage easements shall be granted by the owner of any lot across any lot without prior written approval from the Architectural Control Committee.

3.16. No drainage facility designed to drain into the Brazos River shall be constructed on any lot. Any drainage facility constructed must utilize the interior road and drainage system.

3.17. The discharge of firearms is strictly prohibited.

ARTICLE FOUR

ANNUAL MAINTENANCE FUND

4.01. Each building site shall be subject to an annual maintenance charge for the purpose of creating a fund known as "Brazos Oaks Maintenance Fund", to be paid by the owner of each such lot. The charge shall be payable to Declarant annually, in advance, on January 1 of each year commencing when determined by Declarant. To secure the payment of this maintenance charge a Vendor's Lien against each residential building site in the Subdivision as created by this instrument in favor of the Declarant, its successors and assigns. The payment of this maintenance charge is further secured by the Deed of Trust executed by the owner in favor of Declarant securing the purchase money for the building site. The title to each parcel sold or conveyed shall be subject to said Vendor's Lien and Deed of Trust Lien, but this Vendor's Lien and Deed of Trust Lien shall be subordinate to any valid purchase money lien covering each parcel and to any valid Lien for the construction of improvements.

4.02. The total fund accumulated from this charge insofar as the same may be sufficient, shall be applied toward the payment of expenses incurred in improving and maintaining the roads within Brazos Oaks Subdivision and in improving and maintaining the land situated on the 12.75 acre road easement providing access from CR 25 to Brazos Oaks Subdivision, and all other expenses incurred in connection with the collection, enforcement and administration of this Maintenance Fund and the enforcement of all covenants and restrictions for the Subdivision; and doing any other thing necessary or desirable in the opinion of Developer, its successor or assign, to keep, maintain and improve the property in the Subdivision, it being

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understood that the judgment of the Developer, its successor or assign, in the expenditure of such funds shall be final as long as said judgment is exercised in good faith.

4.03. The collection of the annual maintenance charge shall be under the sole control of Declarant, its successors and assigns, until such time as ninety percent (90%) of the acreage has been sold and conveyed by deed to the respective purchasers or at such earlier time as Declarant may, in its sole discretion, relinquish control of the annual maintenance charge. At the time Declarant relinquishes control of the annual maintenance charge or at the time as ninety percent (90%) of the acreage in all such sections of Brazos Oaks Subdivision have been sold and conveyed by deeds to the respective purchasers, the control of the annual maintenance funds shall be surrendered, which surrender shall be evidenced by instrument duly filed in the Records of the County Clerk of Brazoria County, Texas, to an association whose members will be property owners of the acreage in Brazos Oaks Subdivision. This association shall then assume all of the rights, duties and discretionary power of Declarant in the collection and administration of the Brazos Oaks Maintenance Fund and Declarant shall no longer have any responsibility with regard to said maintenance fund. Decisions of the association shall be by majority vote on the basis of one vote per lot according to the lots as originally subdivided.

4.04. This maintenance charge shall remain effective until January, 2000, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the lots may revoke such maintenance charge as to such section on either January 1, 2000, 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 recording same in the County Clerk's Office of Brazoria County, Texas; such vote, to be on the basis of one vote per lot according to the lots as originally subdivided.

ARTICLE FIVE

GENERAL PROVISIONS

5.01. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

5.03. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants,

Conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument voted on and signed by not less than the owners of ninety per cent (90%) of the lots, such vote to be on the basis of one vote per lot according to original subdivision of 124.0882 acres. During any succeeding ten (10) year period, the covenants, conditions and restrictions of this declaration may be amended by an instrument signed by not less than the owners of seventy-five per cent (75%) of the lots, such vote to be on the basis of one vote per lot according to the original subdivision of the 124.0882 acres. No amendment shall be effective until recorded in the Deed Records of Brazoria County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarant, this the 14 day of December, 1981.

BRAZOS OAKS DEVELOPMENT,
A Partnership

BY: Edward B. Bell
Edward B. Bell, Partner

DECLARANT

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME the undersigned authority, on this day personally appeared Edward B. Bell, a member of the partnership firm of Brazos Oaks Development, 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 of Brazos Oaks Development, a partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 14 day of December, 1981.



Jane Hanson
Notary Public in and for
Brazoria County, Texas

JANE HANSON
Notary Public for the State of Texas
My Commission Expires 11-17-84

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FIELD NOTES FOR A 123.8035 ACRE TRACT OF LAND IN THE THOMAS ALSBERRY 2 LEAGUE GRANT, ABSTRACT 3, BRAZORIA COUNTY, TEXAS, BEING A PART OF THAT CERTAIN CALLED 165.517 ACRE TRACT OUT OF A CALLED 1502.921 ACRE TRACT DESCRIBED IN DEED, BLACK RANCH TO BRAZOS DEVELOPMENT, RECORDED IN VOLUME 1569, PAGES 702-707, DEED RECORDS, BRAZORIA COUNTY, TEXAS.

COMMENCING at an Iron Pipe set at the Southwest corner of said called 165.517 Acre Tract, said point being on the South line of the aforementioned 1502.921 Acre Tract;

THENCE North 06 degrees 01 minute 13 seconds West along the West line of said called 165.517 Acre Tract, 820.74 feet to an Iron Pipe set on said line for the Southwest corner and Place of Beginning of the herein described 123.8035 Acre Tract of land, same being the Southwest corner of Lot 13 of the herein described 123.8035 Acre Tract;

THENCE continuing North 06 degrees 01 minute 13 seconds West along the West line of said 165.517 Acre Tract, 1981.31 feet to an Iron Rod found in the centerline of an existing shell road for the Northwest corner of the herein described 123.8035 Acre Tract, same being the Northwest corner of the aforementioned 165.517 Acre Tract;

THENCE North 62 degrees 01 minute 45 seconds East along the centerline of said existing shell road, 1082.30 feet to an Iron Rod found at an angle point on said line;

THENCE North 25 degrees 39 minutes 13 seconds East along the centerline of said existing shell road, 578.40 feet to an Iron Rod found at an angle point on said line;

THENCE North 60 degrees 59 minutes 26 seconds East, 186.72 feet to an Iron Rod found at the end of the existing shell road for an angle point;

THENCE North 08 degrees 45 minutes 45 seconds East, 165.77 feet to an Iron Rod found on the top bank of the Brazos River for corner;

THENCE downstream along the top of a bluff bank of said Brazos River, as follows:

- South 53 degrees 02 minutes 43 seconds East, 124.47 feet;
- South 72 degrees 53 minutes 59 seconds East, 22.37 feet;
- South 76 degrees 59 minutes 23 seconds East, 78.62 feet;
- South 84 degrees 28 minutes 49 seconds East, 46.47 feet;
- North 73 degrees 22 minutes 58 seconds East, 59.04 feet;
- North 67 degrees 29 minutes 52 seconds East, 101.19 feet;
- North 69 degrees 42 minutes 02 seconds East, 45.84 feet;
- South 61 degrees 51 minutes 55 seconds East, 71.77 feet;
- North 84 degrees 27 minutes 40 seconds East, 28.71 feet;
- South 81 degrees 29 minutes 55 seconds East, 72.37 feet;
- North 81 degrees 52 minutes 54 seconds East, 108.25 feet;
- North 76 degrees 19 minutes 47 seconds East, 75.50 feet;
- North 77 degrees 42 minutes 14 seconds East, 44.72 feet;
- North 56 degrees 18 minutes 18 seconds East, 67.73 feet;
- South 49 degrees 13 minutes 48 seconds East, 88.32 feet;
- South 84 degrees 20 minutes 04 seconds East, 165.13 feet;
- North 65 degrees 23 minutes 44 seconds East, 127.68 feet;
- South 78 degrees 55 minutes 25 seconds East, 275.66 feet;
- South 58 degrees 23 minutes 44 seconds East, 186.12 feet;
- South 73 degrees 48 minutes 20 seconds East, 29.66 feet;
- South 22 degrees 32 minutes 14 seconds East, 142.34 feet;
- South 26 degrees 35 minutes 25 seconds West, 318.65 feet;
- South 30 degrees 39 minutes 53 seconds West, 189.84 feet;
- South 69 degrees 12 minutes 55 seconds West, 393.24 feet;
- South 52 degrees 54 minutes 41 seconds West, 301.56 feet;
- South 57 degrees 29 minutes 25 seconds West, 191.12 feet;
- South 37 degrees 02 minutes 00 seconds West, 306.06 feet;
- South 04 degrees 46 minutes 25 seconds West, 202.31 feet;
- South 12 degrees 40 minutes 38 seconds West, 140.55 feet;
- South 04 degrees 40 minutes 55 seconds West, 138.80 feet;

South 08 degrees 42 minutes 17 seconds West, 113.78 feet;
 South 14 degrees 04 minutes 59 seconds West, 46.15 feet;
 South 03 degrees 29 minutes 58 seconds West, 197.63 feet;
 South 05 degrees 29 minutes 47 seconds West, 48.04 feet;
 South 03 degrees 00 minutes 51 seconds West, 71.27 feet;
 South 05 degrees 57 minutes 21 seconds East, 121.91 feet;
 South 05 degrees 34 minutes 15 seconds East, 19.73 feet;
 South 41 degrees 04 minutes 52 seconds East, 149.95 feet;
 South 08 degrees 22 minutes 51 seconds East, 20.88 feet; and,
 South 14 degrees 59 minutes 07 seconds East, 148.86 feet to a point on said bank for
 the Southeast corner of the herein described 123.8035 Acre Tract, same being the Southeast
 corner of Lot 14 of the subdivision of said 123.8035 Acre Tract;

THENCE South 71 degrees 36 minutes 40 seconds West along the South line of said Lot 14,
 801.06 feet to an Iron Pipe set in the centerline of a 60 foot wide road for an angle
 point in the South line of the herein described 123.8035 Acre Tract;

THENCE South 77 degrees 54 minutes 24 seconds West, 1023.32 feet to the Place of BEGINNING
 and containing 123.8035 acres of land, more or less.

(RECORDED AS PER ORIGINAL)

EXHIBIT "A"
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FILED FOR RECORD
AT 2:05 O'CLOCK P. M.

JAN 8 1982
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY [Signature] DEPUTY