

**DECLARATION of  
COVENANTS, CONDITIONS,  
EASEMENTS, AND  
RESTRICTIONS FOR**

***Creek side Farms on Oyster Creek***

**THE STATE OF TEXAS  
County of Brazoria**

**WHEREAS**, Creek Side Farms on Oyster Creek, Phase 1, (Lots #1 through #15) A family owned tract of 105 acres of real property commonly known as the Jenks Family Ranch, lying and being situated in the County of Brazoria, State of Texas, and being more particularly described on the Plat attached hereto as Exhibit "A" adopted the following instruments applicable to the Subdivision (all of which are referred to herein collectively as the "Declarations"):

Declaration of Covenants, Conditions, Easements and Restrictions for Creek Side Farms on Oyster Creek Phase #1 Subdivision, filed at the Official of Public Records of Real Property of Brazoria County, Texas;

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**WHEREAS**, these Declarations are specific to those activities undertaken by the property owners not regulated or governed by Brazoria County, State of Texas or US Federal Agencies. Reference to those governmental agencies are made herein, but, in no way abridge, limit or imply limitations to their regulatory oversight or authority.

**WHEREAS**, the Declarations created and activated an Architectural Control Committee to ensure compliance with the Declarations, and for the other purposes set forth in the Declarations, including, but not limited to, adoption of future amendments to the Declarations; and,

**WHEREAS**, the Architectural Control Committee established by the Declarations has voted the Declarations, in their entirety, as a single instrument, for the purpose of further carrying out and extending a uniform plan for the development of a high quality residential neighbourhood and protecting the value and desirability thereof.

**WHEREAS**, the Developer has designed this document to ensure that standards put in place will continue in perpetuity and that neighbor on neighbor disputes are limited by design:

**NOW, THEREFORE**, the Architectural Control Committee established by the Declarations does hereby make, declare, adopt and impose upon the above described real property the following

covenants, conditions, restrictions, and limitations (referred to hereinafter as the "Declaration"), which shall apply to and become a part of all contracts of sale, contracts for deed, deeds and other legal instruments whereby title or possession to any lot in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and inure to the benefit of all parties; now or hereafter, owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors and assigns.

1. **Residential Use.** All lots within the Subdivision are hereby restricted exclusively to single-family residential use. No lot shall ever be used for a business or commercial purpose, except for home-based businesses that does not display commercial signage, and which does not have any business-related pedestrian or vehicular traffic. No lot may be leased or rented for any term of less than six months, except for leases between buyers and sellers incident to the sale of a lot. No structures shall be erected, placed or maintained on any lot other than a single-family residence with such accessory structures and buildings as a storage building, workshop, carport and garage unless approved by the Architectural Control Committee. Not more than one single-family residence may be erected or place on a lot except that the Architectural Control Committee may approve mother-in-law suites or similar housing for family members of the occupants of the main dwelling. No lot shall be subdivided. The term "residential use" shall exclude specifically travel trailers and recreational vehicles. As used in this Amended and Restated

Declaration, the term "lot" refers to any numbered plot of land shown upon a recorded plat of any portion of the Subdivision in accordance with the terms hereof.

2. **Size and Specifications:** No building, structure or other improvement shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a lot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved in writing by the Architectural Committee. A residence may not be lived in or occupied until the residence is 100% complete as per the Architectural Control Committee approved plans.

A. **Conventional on site construction single family residence:** Each dwelling must be new construction and shall not be less than 1,500 square feet of heated and air-conditioned space, exclusive of basement, garages, carports and porches. In the case of multi-story dwellings the minimum size shall be 1,500 square feet with not less than 700 square feet of heated and air-conditioned space in the first floor. Each dwelling must be a new construction and all plans and specifications are subject to the prior written approval of the Architectural Control Committee.

**B:** "Move-on Housing such as manufactured homes, modular homes, and all other Move-On Homes" if they are permitted if Double-Wide and comply with the following

(1) All Homes, including double-wide manufactured homes will be placed on lots with advanced approval of the Architectural Committee. No single wide manufactured home will be permitted.

(2) All Homes, including manufactured homes and modular homes shall be of new construction unless approved in writing in advance by the Architectural Committee

(3) No double-wide manufactured homes of less than 1,200 square feet of heated and air-conditioned space, or less than 24 feet in width shall be permitted. All double-wide manufactured homes shall have shingle roofs (or other materials approved in writing by the Architectural Control Committee

(4) All permanent electrical power service shall be underground from the utility pole along County Road 30 and FM 521 right of way to the home site.

(5) All manufactured homes must have the towing devices, axles and wheels removed and must be placed on a slab or upon blocks or piers.

(6) All manufactured homes must be completely enclosed from the ground level to the lower portion of the outside walls within 45 days after placement on the property with masonry, plaster, brick, stucco or other fabricated material specifically approved for the purpose of enclosing manufactured homes, as approved in writing by the Declarant or the Architectural Control Committee, so as to maintain a neat, harmonious appearance. Lattice skirting is not acceptable. Vinyl skirting is allowed only on the rear of the home. Back-fill material may be use with approval of the Architectural Control Committee.

(7) All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

(8) Unless back filled, a front deck built of weather resistant wood shall be installed within 60 days of the installation of a dwelling. The porch shall be a minimum of 6 feet by 12 feet and shall have guard railings and banisters at all appropriate places and shall be completely underpinned to the structure of the dwelling.

(9) All dwellings and the required front porch will be underpinned to the base of the home and porch and the ground level with a removable access on the backside. Underpinning shall be complementary in color to the home. All underpinning must be in place within sixty (60) days of move on.

(10) All plans and specifications are subject to the prior written approval of the Architectural Control Committee to insure the development of a high quality residential area.

**A. Residence Location on Lots.** All residences must be centered between the two side property lines of each lot and the front of all residences must face and be parallel to the road fronting the lot. The location of the residence on each lot must be approved in advance in writing by the Architectural Control Committee. Different setback requirements for residences exist between the different Lots in Creekside Farm on Oyster Creek, as follows:

(1) Lots 1 & 2 and 4 through 15: No residence shall be located on any lot closer than two-hundred (200) feet to any front property line or closer than 90 feet from side property lines.

(2) Lot 3: Setback from FM 521 and County Road 30 South shall be no less than 2 feet from the roadside right of way and no closer to the side property line than 90 feet.

(3) Other structures. No buildings of any nature shall be closer than twenty (20) feet to any side property line, or closer than fifty (50) feet to the High Bank of Oyster Creek. Variations from this requirement may be granted in individual cases where tract size, shape, or topography makes this requirement impractical, but any such variations must have the prior written approval of the Architectural Control Committee.

**C. Lot Clearing Limitations on Oyster Creek below Creek High Bank.** No trees greater than 30 inches in diameter may be removed without the prior written consent of the Architectural Control Committee.

**D. Agriculture Integrity of Pastures and Crops.** Pastures shall be kept free of noxious weeds and shrubs. All open areas and pastures shall be maintained with a minimum of an annual mowing and use of herbicides and fertilizers to control these conditions. Application and on site storage of all Agricultural Chemicals shall comply fully with Texas State and Federal Environmental law.

**5. Quality Construction and Maintenance.** All improvements and structures including but not limited to homes, garages, barns, side and back decks, carports, fences, and other improvements shall be constructed of good quality new material and in a workmanlike manner. Such improvements and structures shall be maintained in a good state of repair and situated so that their appearance will not be detrimental to the Subdivision as a whole. All improvements and structures shall be kept weatherproofed by painting or such other method as may be necessary and appropriate to preserve the attractiveness thereof and none of the improvements or structures shall be allowed to deteriorate to the detriment of the Subdivision as a whole. In the event improvements or structures situated thereon are not maintained in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right (but not the obligation), through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and exterior



of the structures and any other improvements erected thereon, all at the expense of the lot owner or party in possession of said lot.

**6. Additional Improvements and Structures.** Any building, garage, carport, shed, structure, addition or remodeling to a residence, must be of all new material, and must be of equal construction quality and harmonious architectural design with the residence, and shall be subject to the prior written approval of the Architectural Control Committee.

**7. Finish Trim and Facia.** All such materials must be installed on any improvement or structure attached to a residence such as a carport, garage, awning, patio cover, or porch, so as to match the Residence, and shall be subject to the prior written approval of the Architectural Control Committee.

**8. Roofing Materials.** Roofing materials on any improvement or structure attached to or adjacent to the Residence, if visible from any street, must match the roofing material of the residence to which it is attached or adjacent. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence, or other improvement or structure, unless approved in advance in writing by the Architectural Control Committee.

**9. Easements and Right of Ways** A designated distance inside of all property lines, as shown on the Subdivision plat, shall be reserved as a public utility easement (plus such additional space as may be required for guys or other utility pole structures), a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner

installing a fence or locating plants and other property within the area encumbered by the easement does so at his own risk since such property could be subject to damage by those entitled to use the easement. No 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 fences, shrubbery, trees, or flowers, or to other property of the lot owner situated within any such easement.

**10. Time for Completion.** Any dwelling or other structure or building, once commenced, shall be completed within reasonable diligence and, in all events, shall be completed as to its exterior within six months from the commencement of construction. No building materials of any kind shall be placed or stored upon any lot until the lot owner is ready to commence construction.

**11. Temporary Structures.** No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the prior written approval of the Architectural Control Committee.

**12. Septic Tanks and Water Wells.** No residence shall be permitted in the subdivision unless it is served by

- (a) a septic tank, sewer system or some other sewage-disposal system and

(b) a water system, both meeting the requirements of and approved by the Texas State Health Department. This includes, but is not limited to, the maintenance of a 150 foot sanitary control easement around any water well (i.e. no septic tank within 150 feet of any water well, whether the well is on the owner's lot or not). Outhouses or privies are not allowed on any lot in the Subdivision.

**13. Draining Structures, Ditches, and Stock Tanks.** Drainage structures under private driveways shall be constructed to Brazoria County specifications (a permit is required) and must be constructed before any residence or other improvement or structure may be placed on the lot. Such structures, where needed are to be installed and maintained continuously at the expense of the lot owner. Natural drainage shall not be disrupted, altered or changed without prior written approval of the Architectural Control Committee. No ponds, stock tanks, etc. shall be constructed on any lot in the Subdivision without the prior written approval of the Architectural Control Committee.

**14. Removal and Landfill Operations.** No commercial operations for the removal of sand, gravel, topsoil, caliche, or other earthen substances shall be permitted on a lots 3 through 15 in the Subdivision.

**15. Storage of Trash and Weeds.** No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part hereof be used or maintained as a dumping ground for rubbish, debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary,

securely closed containers. All incinerators, cans, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

**16. Parking on Lots and Access Driveways.** Driveways shall not be used for parking except for occasional, temporary parking of vehicles, including Trucks and RV's for more than 3 day in front of the house within a car length to the house, on the side of the house and behind the house. Parking in unimproved areas in the front yard (i.e., grassy areas) is not permitted. Parking at the end of middle of the driveway is not authorized and will be notified in non-compliance. Once the property owners receives 3 or more notices of non-compliance, a fine will be assessed. All garages must be built to the rear of the residence unless another location is approved in writing by the Architectural Control Committee.

**17. Unused Vehicles.** The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the Subdivision. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any lot in the Subdivision for more than one week. Repairing of motor vehicles, boats, or other items of a mechanical nature (except for vehicles, boats or other items which are for the personal use of the owner of the lot) shall not be permitted on any lot in the Subdivision.

**18. Livestock and Pets.** Raising, breeding or keeping animals as pets for Animal Husbandry/Agriculture family Projects are permitted with reasonable, non-commercial numbers of animals allowed. Uncontrolled nuisance animals, including household pets must be confined within the home or in a fenced area. No more than one (1) horse per acre of land will be allowed. No pets will be allowed to run free, nor will pets be allowed that make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience.

**19. Animals to be Contained.** All animals shall be contained within the lot lines either by fence, leash, or other comparable devise. Animals shall not be allowed outside an owner's lot.

**20. Fencing Standards.** All Fences along County Road 30 South will be constructed in accordance with the Specification and Standard provided herein, See Exhibit "B". Entry Gate façades shall be built at owners expense subject to the Architectural Control Committee approval. Gate setbacks from the street ROW shall be at least 30 feet to facilitate driveway exit and egress. Cross Lot Boundary Fencing shall be constructed of new materials of height, size standards for Livestock and or Horse containment. All Fencing shall require approval in writing in advance by the Architectural Control Committee. Boundary fences and road frontage fences must be maintained in good order and appearance by the property owner.

**21. Trees Above the High Bank of Oyster Creek** No Trees shall be removed, cut-down, or in any way damaged or destroyed, except where

improvements are to be located or where such tree is diseased or dead, excepting for normal maintenance, trimming and pruning without the prior written approval of the Architectural Control Committee. The Architectural Control Committee may require that a lot owner, at lot owner's expense, cut-down and remove a diseased or dead tree from their lot.

**22. Commercial Signs.** Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. Address and property owner name signage in good taste may be displayed at Driveway entrance. However, signs, offices, storage areas, and model units may be used by the Developer, a contractor or other builder to sell and advertise (a) Subdivision property and (b) residences in the Subdivision during the course of construction and for a reasonable sales period thereafter.

**23. Noxious Activity.** No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision. All lots must be kept in a neat and clean condition. No items of personal property of any kind shall be placed on any lot except as stored in a garage, storage shed or comparable enclosed structure or screened from view from all roads and adjoining lots. No items such as swing sets, children's toys, barbeque pits, picnic tables, etc. shall be kept or placed on the outside of the residence except to the rear of the residence. Outside clothes lines or other facilities for drying clothes

or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be visible from the streets. The front yard must be kept in a neat and uncluttered condition. If any lot is in default of this article then the Association may give the written notice of such default, and if the owner fails to cure such default within thirty (30) days, then the Association may enter that lot, through its agents or contractors, and cure such default. The cost of the Association curing any default under this article, including the expense of giving of notice and any related attorney's fees, shall be the personal obligation of the owner of the lot in question, the payment of which is hereby secured by a lien on that lot.

**24. Firearms.** The use or discharge of firearm shall be conducted only with limited, good-neighbor conduct for the time of day and frequency discharge. Safe practices shall be adhered to in accordance with all prescribed State of Texas or and NRA Safe Standards. No commercial hunting privileges shall be leased or granted to anyone.

**25. Mail Boxes.** Individual Mail Boxes will be permitted. Locations to be determined by Declarant and the U. S. Postal Service .

**26. Driveways.** All lots must have a driveway extending from County Road 30 or FM 521 pavement to the vehicle home site parking area . Driveways must be topped with gravel, crushed limestone, concrete, asphalt pavement or other similar all weather material.

**27. Enforcement of Conditions and Restrictions.** The conditions and restrictions set forth herein are for the benefit of and shall inure to the Declarant, the Architectural Control Committee and each and every owner of any lot. The Developer, Architectural Control Committee or any other person or entity owning any interest in any of the lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person, persons, or entity violating or attempting to violate any covenant, condition, reservation, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. Additionally, the Architectural Control Committee shall have a right to impose fines for violations of this Declaration. Any variance from the conditions and restrictions set forth herein shall be submitted to, and approved by, the Architectural Control Committee.

**28. State and Federal Laws on Architectural Issues.** Notwithstanding any provision herein to the contrary, or any Amendments hereto, and Restated Declaration shall not interpreted or enforced to conflict with any law or regulation of the State of Texas or the United States of America, including but not limited to the following (hereinafter collectively called "Architectural Laws"):

1. Freedom to Display American Flag Act ( 4 U.S.C. Section 5);
2. Over-the-Air-Reception Devices ("OTARD") regulations of the federal government, pertaining to satellite dishes and certain radio equipment (47 C.F.R. Section 1.4000);



3. Section 202.007, Texas Property Code (pertaining to composting, rain barrels, rainwater harvesting systems, efficient irrigation systems, drought-resistant landscaping and water-conserving natural turf);
  4. Section 202.009, Texas Property Code (pertaining to political signs);
  5. Section 202.010, Texas Property Code (pertaining to solar energy devices);
  6. Section 202.011, Texas Property Code (pertaining to certain roofing materials);
  7. Section 202.012, Texas Property Code (pertaining to flags and flagpoles);
  8. Section 202.108, Texas Property Code (pertaining to certain religious items).
9. Section 202.019, Texas Property Code (pertaining to standby electric generators).
10. To the extent Architectural Laws permit restrictions and/or regulations of the subject to which they relate, such restrictions are hereby adopted, and no structure or improvement subject to such restrictions or regulations may be placed, kept or maintained on any lot.

**29. Enforcement of Conditions and Restrictions.** The conditions and restrictions set forth herein are for the benefit of and shall inure to the Declarant, the ACC and each and every owner of any lot. The Developer, the ACC or any other person or entity owning any interest in any of the lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person, persons, or entity violating or attempting to violate any covenant, condition, reservation, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for

such violation. Additionally, the Architectural Control Committee shall have a right to impose fines for violations of this Declaration. Any variance from the conditions and restrictions set forth herein shall be submitted to, and approved by, the Architectural Control Committee.

**30. Architectural Control Committee.** The Architectural Control Committee will be established by declaration of the majority vote of the property owners for the purpose of ensuring compliance with this Amended and Restated Declaration by supervising, controlling and approving all construction plans for residences, structures, and other improvements to be built or placed upon any lot, and for further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this Declaration. The Architectural Control Committee will adopt State and National construction standards, guidelines, codes, and requirements, which shall be binding and conclusive as to all aspects of construction, alteration or removal of improvements in the Subdivision. The Architectural Committee is given absolute discretion to make all decisions concerning approval or denial of requests for construction and may base its decisions on such subjective grounds and aesthetic considerations as it shall, in its sole and absolute opinion, consider significant. The Architectural Control Committee is hereby granted an easement to all lots for the purpose of inspecting the land and the exterior of improvement to ensure compliance with this Amended and Restated Declaration, to confirm that any work done does not deviate from any decision of the Architectural Control Committee, to

measure distances, and otherwise exercise its rights and/or discharge its duties.

**31. Cleaning Lots.** After thirty (30) day notice to the owner thereof, the Architectural Control Committee shall have the right to clean and clear lots of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular lot owner and for which a lien in favor of the Association may be placed upon the property, including interest, costs, and attorney fees. Such lien shall be treated by the Association in the same manner as other assessments against such lot.

**32. Partial Invalidity.** If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce anyone or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

**33. Duration of Restrictions.** The covenants, conditions, reservations, restrictions, and limitations herein published and impressed on all lots in the Subdivision shall run with the land and shall be binding on all owners of properties in the Subdivision for a period of twenty-five (25) years from and after the date hereof and shall thereafter be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by two-thirds (2/3rds) of the lot owners has been recorded, agreeing to change said covenants, conditions, restrictions, reservations and limitations.

**34. Amendment.** This Declaration may be amended, in whole or in part, with approval of owners entitled to cast sixty-seven percent (67%) of all votes of all owners.

**35. Deviations.** The Architectural Control Committee may exercise a limited right to approve deviations from the provisions hereof without an actual amendment of this Declaration, when, in the opinion of the Architectural Control Committee such deviation will be beneficial to other owners of lots in the Subdivision.

**36. Drilling.** Each lot owner acknowledges that he is obtaining only the surface estate to his lot. No oil or gas well drilling, oil or gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot in the Subdivision, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot in the Subdivision. No derrick or other structure designed for use *in* boring for oil, natural gas, or other minerals, shall be erected, maintained, or permitted on any lot in the Subdivision. Upon the expiration of any mineral leases existing as of the date hereof, further drilling will be prohibited as described herein, except for any drill sites designated by the Architectural Control Committee.

**37. No Pollution or Environmental Contamination.** There shall be no activities on any lot or in any part of the Subdivision that could result in the pollution or environmental contamination of the air,

water or land contained within or adjacent to the Subdivision, or that would result in the violation of any environmental law or ordinance.

**38. Revisions to Recorded Plat.** The Developer and/or the Architectural Control Committee shall have the right to make revisions to the recorded plat of the Subdivision and to file amended plats of the Subdivision without the consent of the lot owners provided that such revisions or amended plats do not interfere with the established rights.

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**IN WITNESS WHEREOF, Developer has caused this Amended and Declaration to be executed by the Chair of the Architectural Control Committee**

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**this 5 Day of April 2020**

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**Signature:** George B Jenks

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George B Jenks Trustee of George N Jenks Living Trust

**Signature:** George B Jenks

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George B Jenks for All Individual Owner Interests

# Creek Side Farm on Oyster Creek

## Phase 1

### CC & R Exhibit "B"



4 rail board fence with full 1" X 6" deck boards and a cap

