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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA X

THAT WHEREAS, HARRY L. JONES, hereinafter called the Declarant, is the owner of all that certain real property located in Brazoria County, Texas, described as follows:

Being 28.74 acres out of 83.81 acres described in Volume 209, pages 56 and 57 of the Deed Records of Brazoria County, Texas, and situated in the Stephen Richardson League, Abstract 122, Brazoria County, Texas, described more particularly as follows:

BEGINNING at an 1/2 inch iron rod found on the East line of the J.H. Craig call 56.25 acre tract, said point being on the South line of County Road 36, South 01 deq. 39 min. 15 sec. Est 60 feet from a 2 inch iron pipe at the Southeast corner of Tract 1,

THENCE, South 01 deq. 39 min. 15 sec. East along the East line of the of the J. H. Craig call 56.25 acre tract at 839 feet pass a Concrete Monument and continuing for a total distance of 1685.10 feet to a Concrete Monument found for the Southeast corner of this 28.74 tract, same being the southeast corner of the J. H. Craig call 56.25 acre tract;

THENCE, South 89 deq. .08 min. 20 sec. West along a fence line on the South line of the J. H. Craig call 56.25 acre tract 730.60 feet to an 1 1/4 inch iron pipe set on said line for the Southwest corner of this 28.74 acre tract, same being the Southwest corner of the J.H. Craig call 56.25 acre tract;

THENCE, North 01 deq. 37 min. 34 sec. West along a line showing signs of an old fence and fence posts, 1744.78 feet to an 1 1/4 inch iron pipe set for the Northwest corner of this 28.74 acre tract on the South line of County Road 36;

THENCE, South 86 deq. 10 min. 30 sec. East along the South line of County Road 36, 733.01 feet to the PLACE OF BEGINNING and containing 28.74 acres of land.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges 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

DEFINITIONS

Owner

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Properties

1.02. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Lot

1.03. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 18 at Pages 33-34 of the map records of Brazoria County, Texas, on which there is or will be built a single family dwelling. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

1.04. "Reasonable notice shall mean and refer to a ninety

87462 765

day period.

Declarant

1.04. "Declarant" shall mean and refer to HARRY L. JONES, his successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO

ARCHITECTURAL CONTROL

Approval of Plans and Specifications

2.01. No building, fence, wall, other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted, by certified mail, and approved in writing by, HARRY L. JONES or his designee as to harmony of external design and location in relation to surrounding structures and topography.

Failure to Act

2.02. In the event that any plans and specifications are submitted to HARRY L. JONES or his designee as provided herein, and he shall fail either to approve or reject such plans and specifications for a period of 90 days following such submission, approval by the Declarant or his designee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE

87462 766

EXTERIOR MAINTENANCE

3.01. In the event an Owner of any Lot shall fail to maintain the premises and their improvements situated thereon in a neat and orderly manner, the Developer or his designee shall have the right, through his agents and employees, to enter upon Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.

ARTICLE FOUR

USE RESTRICTIONS

Type of Buildings Permitted

4.01. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than a detached single family dwelling not to exceed two stories in height and a private garage for not more than five (5) automobiles.

Minimum Floor Area and Exterior Walls

4.02. Any single story residence constructed on said Lots must have a living area of not less than 2000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any residence other than a single story residence must have not less than 2000 square feet of ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports, or garages. All roofs shall be constructed of fireproof materials.

Setbacks

4.03. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No side yards at the front building setback line shall be less than 50 feet,

87462 767

except that a 70-foot side yard shall be permissible for a garage or other permitted accessory building located 100 feet or more from the front property line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a 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 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.04. None of said Lots shall be resubdivided in any fashion except that of two (2) building sites and construction thereon will be approved for each lot provided that these conditions are observed.

Easements

4.05. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 shrubbery, trees, or flowers, or to other property of the Owner situated within any any such easement.

Noxious or Offensive Activities Prohibited

4.06. 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.

Prohibited Residential Uses

4.07. No structure of a temporary character, trailer, mobile

87462 768

home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently except as provided herein under the provisions of Section 4.08 herein. Provided however, the caretaker's office and sales office on the property subject to the completion of the sale of all lots and/or tract. Upon completion of the sale of all lots and/or tracts, the caretaker's office and sales office will be removed within 90 days of the last sale of the tract.

4.08. Mobil homes will be permitted to be used by the owners for a period of up to one (1) year provided that construction of a permanent building as outlined in this Article is being actively pursued. Monthly extensions of up to a maximum of one (1) year may be granted to a lot owner by a majority vote of the lot owners.

Signs

4.09. 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.

Oil Development Prohibited

4.10. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot.

Rubbish, Trash and Garbage

4.11. No Lot shall be used or maintained as a dumping ground

87462 769

for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Animals

4.12. No animals or livestock, shall be raised, bred, or kept on any Lot except that poultry, dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Fences, Walls, Hedges and Utility Meters

4.13. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining on such Lot, except for decorative subdivision entry fences.

Shrubs and Trees

4.14. No shrub or tree planting which obstructs sight lines at elevations between two and six feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless foliage line is maintained at a height of more than six feet above ground level.

Trucks, Buses and Trailers

4.15. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or

repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street so as to detract from the orderly appearance of the neighborhood.

Prohibited Activities

4.16. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE FIVE

EASEMENTS

Reservation of Easements

5.01. All easements in alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume 18 at Pages 33-34 of the plat records of Brazoria County, Texas. No shrubbery, fence, other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operations, 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.

ARTICLE SIX

PRIVATE ROADS

6.01. There has been designated by the Commissioners Court of Brazoria County, Texas on or about September 8, 1986 authorization to have private roads on County Road 36.

6.02. The Declarant grants use of the surface of such road for any and all purposes of egress and ingress to the herein

87462 771

described property; however, such roads shall remain as a private road and is at all times owned by Declarant.

6.03. All owners as described herein shall be responsible for the taxes, costs of maintenance and upkeep of said private road. It shall be the obligation of each owner herein to pay one-seventh (1/7) of all costs incident to the maintenance of said road for each lot owned resulting from the establishment of Jones Country Estates Sections 1 and 2.

The present seven (7) units of concerned interest are the six (6) lots in Jones Country Estates Section 1 plus the ingress and egress required by the unplatted tract of land to the south of Jones Country Estates Section 1. If and when the aforementioned land is platted and resulting there from because Jones Country Estates Section 2 the total number of lots in the two (2) sections increase thereby lowering the percentages of shares paid by each lot owner.

6.04. In the event an owner of any lot shall fail to pay all costs incident to the repair of the road, the Declarant or his designee shall have the right, through his agents and employees to repair, maintain, and restore the private road all at the current established rate of expense to the owner.

ARTICLE SEVEN

COMMUNITY RESERVE

7.01. The Declarant grants the use of Lot Five (5), Block Three (3) of Jones' Country Estates, Section Two (2) of Brazoria County, Texas by the owners as described herein for the purpose of lawful recreation; however, said lot shall remain always as the private property of the Declarant, and is at all times owned by the Declarant.

7.02. All owners as described herein shall be responsible for the taxes, costs of maintenance and upkeep of said lot used

87462 772

as a community reserve. It shall be the obligation of each owner herein to pay a prorata share of all costs incident to the upkeep and maintenance of said lot.

7.03. In the event an owner of any lot shall fail to pay all costs incident to the upkeep and maintenance of said lot upon demand and reasonable notice, the Declarant or his designee shall have the right, through his agents and employees to repair, maintain, and restore the herein described lot all at the current established rate of expense to the owner.

7.04. Declarant shall have the right to revoke this section provided that the Declarant gives reasonable written notice to all lot owners.

ARTICLE EIGHT

GENERAL PROVISIONS

Enforcement

8.01. 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 do thereafter.

Severability

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

Duration and Amendment

8.03. 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

87462 773

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 signed by not less than 60 percent of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 60 percent of the Lot Owners. 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 7th day of

August, 1987.

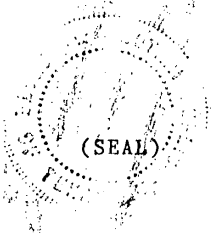
HARRY L. JONES
DECLARANT

87462 774

ACKNOWLEDGEMENT

STATE OF TEXAS X
 X
COUNTY OF BRAZORIA X

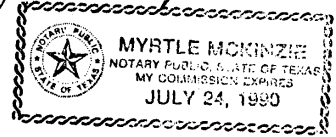
This instrument was acknowledged before me on this 7th day
of August, 1987, by HARRY L. JONES.



Myrtle McKenzie
NOTARY PUBLIC in and for
The State of Texas

My Commission Expires: 7/24/90

Printed Name of Notary: MYRTLE MCKENZIE



FILED FOR RECORD

SEP 11 9 46 AM '87

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped hereon by me.



Dolly Bailey
County Clerk of Brazoria Co., TX