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DEED
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RESTRICTIVE COVENANTS AND CONDITIONS COVERING HICKORY CREEK PLACE

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

THAT I, Olin G. Wellborn, Jr. of Brazoria County, Texas, and the owner in fee simple of those certain tracts and parcels of land situated in Brazoria County, Texas and known and described as follows:

Hickory Creek Place, a Subdivision of 100.09 acres of land, being a Subdivision of Tracts 17, 18, 19, 20, 21, 30, 31, 32, 33 and 34 of the HT&B RR Company Survey, Section 7, Abstract 219, Brazoria County, Texas, according to the Plat of said Hickory Creek Place recorded in Volume 11 at Page 102 of the Plat Records of Brazoria County, Texas.

AND WHEREAS I desire and intend to sell and convey various lots and blocks in said Subdivision to various persons, and desire that said Addition shall be established as a restricted residential district (with certain exceptions hereinafter noted) and to place upon said land certain restrictions, covenants and conditions to the end that the values of said lands will be upheld and the interests of the present and future owners of said lands protected;

NOW, THEREFORE, I do for myself, my heirs, executors, administrators, grantees and assigns make, create and place upon the aforescribed property and each and every part or lot thereof, the following covenants, conditions and restrictions which shall run and be binding upon and against said premises for a period of twenty-five (25) years from the date of recording of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots within said Subdivision has been recorded agreeing to change said covenants in whole or in part:

1. No part of said land above described shall be used

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or occupied for any purpose other than that of a private single family residence and such things that ordinarily pertain to a private residence, save and except for Lot One (1) in Block One (1), Lots One (1) through Eleven (11), inclusive in Block Six (6) and Lots Seven (7) through Twelve (12) in Block Nine (9) of said Subdivision, which last mentioned lots may be used for business or commercial purposes, provided that no noxious or offensive trades or activities shall be carried on there, nor shall any of said lots be used or occupied for or by a business or commercial enterprise selling or distributing alcoholic beverages that are or may be consumed on the premises and all such alcoholic beverages sold by any such commercial enterprises must be consumed off of such premises.

2. No house shall be erected within the Subdivision, or any lot thereof, which shall contain a floor space area of less than 1400 square feet, exclusive of garages or open porches and all plans must be presented to and approved by Olin G. Wellborn, Jr. or the manager of Brazoria County Realty Company, or their appointees.

3. No building or house shall be located on any lot or tract within the Subdivision nearer to the front lot line than the minimum building set back line as shown on the plat. No building shall be located nearer than ten (10) feet to any interior lot or boundary line. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building.

4. The exterior walls of all houses erected within the Subdivision shall be covered with not less than 75% brick or similar masonry materials, attached garages are considered as part of the house and all detached garages must be of the same materials as in the house.

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5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat, as shown in the plat office.

6. No garage apartments, trailers, tents, shacks or other temporary buildings or structures shall be placed or built upon said property, for residential or other purposes, but nothing herein contained shall prevent the building and maintenance of servant's quarters for domestic servants so long as the same are attached to a part of the main building unit or garage, however at no time shall the roof heights of a garage be higher than that of the main residence. No houses or other buildings shall be moved on to any of said lots, but any houses or buildings placed on said lots shall be of new construction and built and constructed on the site.

7. No noxious, noisy or offensive activity shall be carried on or conducted on any of said property, it being understood that persons actually residing within the Subdivision may keep, raise and breed animals, livestock or poultry for their own personal use and enjoyment and that of their household, and provided also that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes. It is further provided that under no circumstances shall any pigs or swine be raised, kept or bred upon any portion of said land. If any animals, livestock or poultry are raised, bred or kept on any of said property, the same shall always be kept in a suitable pen or other enclosure and in no case shall said pen or enclosure be located nearer than one hundred (100) feet from the front lot line. Animals described above may only be kept on the property on which owners reside.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of said property, nor shall oil

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wells, tanks, tunnels, excavations or shafts be permitted upon any portion of said Subdivision.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall be kept in sanitary containers. All lot owners shall keep their lots mowed and free from weeds. No lot owner shall allow grass and weeds to reach a height of more than one foot.

10. Enforcement of these covenants shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation thereof or to recover damages.

The invalidity or illegality of any one or more of the above and foregoing covenants and restrictions shall not affect the other provisions, but the same shall remain of full force and effect.

WITNESS MY HAND this 12th day of January, 1966.

Olin G. Wellborn, Jr.
Olin G. Wellborn, Jr.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared Olin G. Wellborn, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of January, A.D. 1965.



FILED FOR RECORD
AT 2:10 O'CLOCK A.M.

JAN 13 1966
H. R. STEVENS, JR.
Clerk County Court, Brazoria Co., Tex.
BY S. Basal DEPUTY

Helen Butler
Notary Public in and for
Brazoria County, Texas.

HELEN BUTLER
Notary Public in and for Brazoria County, Texas.

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