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Declaration of Covenants and Restrictions

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

WHEREAS, S. Allen Jackson and Kathy B Jackson (Property Owners), are the owners of lot 33 in the J. L. Allhands Subdivision in the James Cummings League, Abstract 56, Brazoria County, Texas, as recorded in map or plat thereof in volume 2, page 93 of the Map Records of Brazoria County, Texas (Property);

WHEREAS, Property Owners have subdivided Property into three (3) tracts as detailed on Attachment A;

WHEREAS, it is deemed to be in the best interest of Property Owners and of the persons who may purchase lots within Property, that there be established and maintained a uniform plan for the improvements and development of the lots therein as a restricted residential subdivision:

NOW, THEREFORE, WE, S. Allen Jackson and Kathy B Jackson, being the sole owners of the Property, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

Definitions:

Lots: All legally subdivided tracts or lots within the Property.

Lot Owner: The legal owner(s) of record of a Lot within the Property.

Developer: S. Allen Jackson

Riverside Bulkhead: The wooden erosion-control structure at the bank of the San Bernard River that forms the southern boundary of the originally created Lots within the Property.

1. Subdivision: No Lot shall be subdivided into Lots having less than one hundred fifty (150) feet of river frontage or having an area of less than 2 acres. Subsequently created Lots shall be subject to the same restrictions and covenants as the original Lots.

2. Residential Use/Business Restrictions: Lots shall not be used except for residential purposes. Only one main residence may be constructed on a Lot, unless subdivided according to the above paragraph. This restriction is not intended to prohibit the construction of an additional permanent residential structure on a Lot to be used as a guesthouse. The use of a main residential structure as a Bed and Breakfast Inn shall be permitted, as long as it has no more than four guestrooms and

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

4th pg ✓

does not disturb the primarily residential character and tranquility of the Property or adjoining Lots. All other commercial activities are prohibited. The term "residential purposes" as used herein shall be held and construed to exclude, without limitation, duplex houses, apartment houses, halfway houses, hotels, motels, and commercial use structures of any kind.

3. **Noxious or Offensive Activities:** No noxious or offensive activities shall be conducted on a Lot that are or may become an annoyance or nuisance to adjoining Lot Owners. No activities that detract from the primarily residential nature of the Property shall be permitted.

4. **Building Location:** No residence, detached garage, guesthouse or other out building shall be located nearer than one hundred (100) feet from the Riverside Bulkhead. This excludes patios, decks, arbors, boathouses, gazebos and similar use structures. No residence, detached garage or other out building shall be located nearer than fifteen (15) feet from Lot side boundary lines, inclusive of decks, arbors, boathouses, gazebos and other similar structures.

5. **Minimum Square Footage:** No main residential structure shall be placed on a Lot unless its living area has a minimum of two thousand (2,000) square feet of floor area, exclusive of porches and garages.

6. **Water and Sewage Systems:** Water and sewage systems shall comply with all regulations and standards of Brazoria County, Texas. County and other applicable permits shall be obtained for all such systems.

7. **Damaged Structures:** Any building, structure or improvement destroyed partially or totally by fire, storm or any other means, shall be repaired to original condition or demolished. The repairs or demolition shall be initiated within three (3) months of the date of damage. At that time, the land shall be restored to an orderly and attractive condition.

8. **Roads and Driveways:** Roads and driveways shall be located no nearer than ten (10) feet from the side boundary lines of a Lot.

9. **Vehicles, Mobile Homes and Recreational Vehicles:** No manufactured homes, trailer homes or modular homes of any kind can be placed or stored on a Lot. Vehicles and recreational vehicles, including boats, personal water craft and trailers, which are operational may be stored on a Lot only in a way that does not detract from Adjoining Lots or present an unreasonable nuisance to adjoining Lot Owners. For the purposes of this paragraph, the term "operational" is intended to mean that a vehicle, recreational vehicle, boat, personal watercraft, trailer or other mobile machine is capable of being used as originally intended and is used regularly. Non-operational vehicles and recreational vehicles, including boats, personal watercraft and trailers, may not be stored on a Lot unless they are stored in an enclosure or are otherwise not visible from any adjoining Lot.

10. **Signs:** No commercial signs, billboards, posters, or advertising devices of any character, other than a single sign of not more than twenty-four (24) square feet to identify a Bed and Breakfast Inn, shall be placed on a Lot.

11. **Trash Dumping and Storage of Waste:** Lots must at all times be maintained in a sanitary and healthful manner. Lots shall not be used or maintained as a dumping ground for rubbish, trash,

scrap, junk, pipe, garbage, or other waste. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and all waste containers shall be stored out of sight from the river and adjoining Lots.

12. **Storage of Commercial Products:** Lot Owners or occupants of Lots shall in no event use Lot for storage of material or equipment except for that needed for normal residential requirements or incidental to construction of improvements. No commercial product, liquid, solid, or otherwise, shall be stored or kept upon a Lot.

13. **Temporary Residence Restrictions:** No structure of a temporary character shall be used as a residence. Temporary structures include but are not limited to motor homes, vehicles containing camping equipment, trailers, tents, or shacks.

14. **Animals and Pets:** No animals, livestock, swine, fowl, or poultry, shall be raised, bred, or kept on a Lot. This excludes dogs, cats and other household pets, provided that they are not, bred, or maintained for commercial purposes or in numbers greater than three. The county leash law will be strictly enforced.

15. **Enforcement:** The Developer or any Lot Owner shall have the right to enforce, by any proceeding at law, all covenants, restrictions and conditions imposed by this Declaration. If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

16. **Duration and Amendment Process:** The covenants, restrictions and conditions herein shall be binding upon all Lot Owners and Lots, and all persons claiming thereunder for a period of ten (20) years from the date this instrument is recorded. Thereafter such covenants, restrictions and conditions shall be automatically extended for successive periods of ten (20) years. Notwithstanding the preceding sentence, the covenants, restrictions and conditions herein may be revoked or amended at any time in whole or in part, by an instrument signed and acknowledged by the Lot Owners of a majority of the Lots in the Property and by the Developer or his representative. Such revocation or amendment shall become effective when such instrument has been recorded in the official records in the county clerk's office of Brazoria County, Texas.

This Declaration is executed this 31 day of October, 2001.

Declarants' Signatures:


S. ALLEN JACKSON

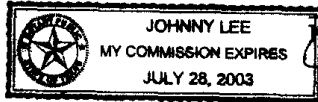

KATHY B. JACKSON

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on the 31 day of October, 2001,

by S. ALLEN JACKSON.



Johnny Lee

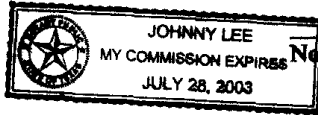
Notary Public - State of Texas

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on the 31 day of October, 2001,

by KATHY B. JACKSON.



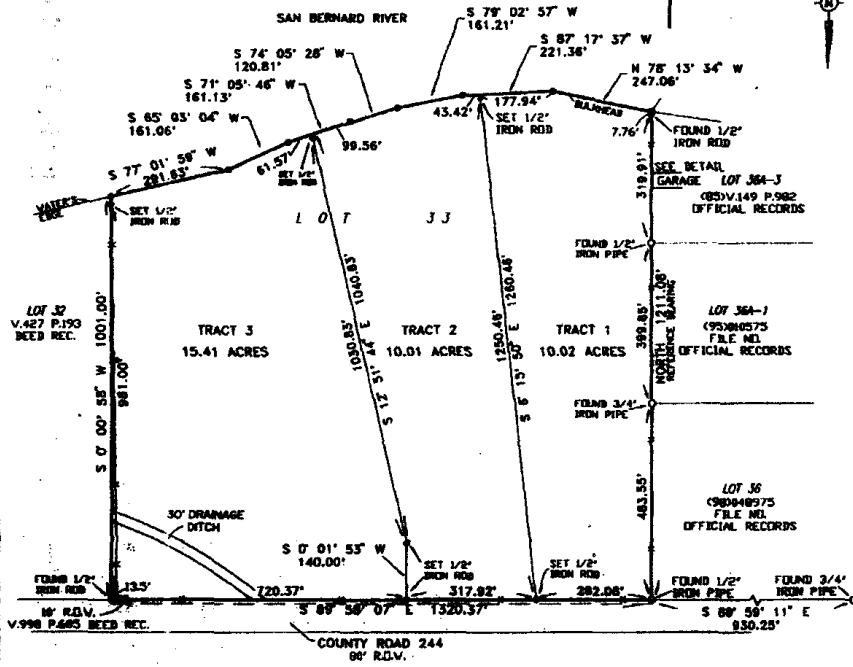
Johnny Lee

Notary Public - State of Texas

Allen Jackson
✓ 13812 Placid Woods ct
Sugar Land TX 77478

PREPARED FOR ALLEN JACKSON

ATTACHMENT A



NOTE:
SET 1/2" IRON RODS HAVE CAP STAMPED R. STROUD
R.P.L.S. 2112

THIS SURVEY WAS PREPARED USING A TITLE COMMITMENT FURNISHED BY THE CLIENT,
FROM STEWART TITLE DATED MARCH 19, 2000 WITH CF. NO. 00505589.

THIS PROPERTY IS LOCATED IN ZONE "A" AND IS IN
THE 100 YEAR FLOOD PLAIN, ACCORDING TO THE FLOOD
HAZARD MAP, IN BRAZORIA COUNTY, TEXAS.

COMBINATION # 485458
PARCEL# 0298
SUFFIX: N
DATE: 6-5-09
ZONE: "A"
BASE: FLS 20'

A PLAT OF THE PARTITION OF LOT 33 (35.44 ACRES) OUT OF THE J.L. ALLHANDS SUBDIVISION OUT OF THE JAMES
CUMMINGS LEAGUE, ABSTRACT 56, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE RECORDED PLAT THEREOF IN VOLUME
B-PAGE 93 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

SCALE: 1" = 200'

4T-13,868

10-22-01

I, RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR, ANGLETON, TEXAS, DO HEREBY CERTIFY THAT THE
PLAT SHOWN HEREON IS A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION ON THE GROUND
IN OCTOBER, 2001 AND THAT ALL CORNERS SHOWN WERE EITHER FOUND OR ESTABLISHED BY ME.

CERTIFIED CORRECT:

Randy L. Stroud
RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE #2112

FROM THE OFFICE OF:
RANDY L. STROUD
ONE SOUTH VELASCO
ANGLETON, TEXAS 77515
(409) 421-7141

FILED FOR RECORD

2001 NOV -1 AM 11:49

Joyce Hudman
COUNTY CLERK
BRAZORIA COUNTY TEXAS



STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, 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 OFFICIAL RECORD at the
time and date as stamped hereon by me.



Joyce Hudman
County Clerk of Brazoria Co., TX

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SECURITY FEE	1.00
ACCOUNT-FEE	5.00
REGISTRATION	11.00
TOTAL	17.00

FILE # 19453
20.00
3.00