

6212

Restrictions

DEED

Pecan Lake Estates, 1983, Ltd.

VOL 1759 PAGE 248

The State of Texas, County of Brazoria: Know all Men By These Presents:

THAT, Pecan Lake Estates, 1983, Ltd., a Texas Limited Partnership, is the owner of certain property in Brazoria County, State of Texas, which it has designated Pecan Lake Estates.

NOW, THEREFORE, Pecan Lake Estates, 1983, Ltd., desires to create and carry out a uniform plan scheme and plan for the improvement, development and sale of certain property in Pecan Lake Estates, and to accomplish such end does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants which shall be and are hereby made applicable to those properties located in Pecan Lake Estates which are herein defined as the "Subdivision".

I.

DEFINITIONS

Developer -- Pecan Lake Estates, 1983, Ltd., a Texas Limited Partnership, its successors and assigns, including such persons, partnerships or corporations which in agreement with Pecan Lake Estates, 1983, Ltd., are substituted for Pecan Lake Estates, 1983, Ltd., under this instrument. Such substitution may relate to all or any part of this instrument and shall become effective by the execution and recording of an appropriate amendment to this instrument.

Subdivision -- Pecan Lake Estates, Section 1, Section 2, Section 3, Section 4, Section 5, and Section 6, according to the recorded plat thereof in the Plat Records of Brazoria County, Texas as follows:

Plat Recorded in Volume 16 at Pages 367-370

It is the intention of the Developer to include all of the premises in said plat and that said premises are to be divided according to said plat into lots and blocks as shown on said plat.

Lot -- That portion of platted territory or fractional part of block measured and set apart for individual and private use and occupancy according to the recorded plat of the Subdivision on file in the Plat Records of Brazoria County, Texas. For the purposes of this instrument, the word "Lot" shall not be deemed to include any portion of any common area on the recorded plat of the Subdivision.

II.

GENERAL PROVISIONS

Applicability

1. Each contract, Deed or Deed of Trust which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions, and Covenants herein set forth, regardless of whether or not any such provisions are set forth in said contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

Dedications

2. The Developer does hereby dedicate all streets, easements, common areas, and fifty (50) foot parkway area adjacent to Oyster Creek Drive to the public.

3a. The Lake shown on the recorded plat is reserved for the common use and benefit of Lake Lot owner, their guests, representatives, and invites with such common use limited to fishing from piers, banks and boats. Swimming will be permitted. Lot owners whose lots do not back to the Lake will not have common use and benefit of the Lake.

DEED

VOL 1759 PAGE 249

b. The common areas shown on the recorded plat are reserved for the common use and benefit of Lot owners, their guests, representatives, and invitees with such common use limited to that of walkways and shall not be used by bicycles, motorbikes or any motor vehicle of any type, other than such necessary vehicles used for improvement and/or maintenance of the Subdivision or for the construction and/or maintenance of buildings in the Subdivision.

c. The utility easements shown on the recorded plat are dedicated to the public with the reservation that such utility easements are for the use and benefit of any public utility and for the benefit of the Developer and of the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, television lines, water, sanitary sewers, storm sewers and any other utility or service which the Developer may find necessary or proper.

d. The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, television, storm sewer or sanitary sewer lines, poles, pipes, conduits, or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct maintain, repair and operate such systems, utilities appurtenances and facilities is hereby expressly reserved to the Developer.

Duration

4. The provisions hereof, including the Reservations, Restrictions, and Covenants herein set forth, shall run with the land, shall be perpetual and shall be binding upon the Developer and all persons or parties claiming under it or them, except that at any time and from time to time the then owner(s) of a majority of Lots in the Subdivision (including Lots owned by the Developer) shall have the right to execute and record an instrument or instruments changing the provisions hereof, in whole or in part; and the provisions of said instrument or instruments shall become effective on the next day following the day on which such executed instruments shall be recorded in the deed records of Brazoria County, Texas.

Enforcement

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity by the Developer or any person or persons owning property in the subdivision against any person or persons violating or attempting to violate any such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions.

Partial Invalidity

6. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter, or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in according with their terms.

DEED

VOL 1759 PAGE 250

Effects of Violations on Mortgages

7. No violation of the provisions herein contained, or any provision thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, the holder of any such lien or the beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions, and Covenants.

III.

ARCHITECTURAL CONTROL

General

1. No building or other improvement of any character (including but not limited to homes, garages, outbuildings, fences, walks, walls, and piers) shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto or exterior alteration made therein after original construction on any property in Pecan Lake Estates until the obtaining of the necessary approval (as hereinafter provided) of the construction plans and specifications and of a plan showing the location of such building or other improvements. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation.

Architectural Control Authority

2. The authority to grant or withhold architectural control approval as referred to above is rested in a Committee composed of R. H. McDonald, Jr. and J. M. McDonald, or by a representative designated by a majority of the members of said committee. Any member of the committee or designated representatives will constitute a quorum. In the event that the said committee or its designated representatives fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in the event the person seeking to build cannot locate any member of the committee in Lake Jackson, Texas, after making a bona fide effort to do so and shall file an affidavit with the City of Lake Jackson, Texas, stating what effort has been made to locate committee members at Lake Jackson, Texas, or in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative, shall cease on and after the 25th of August, 2003. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in the subdivision and duly recorded appointing representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee.

DEED

VOL 1759-251

IV.

GENERAL RESTRICTIONS

Land Use and Building Type

1. All lots (which does not include any portion of any reserve shown on the recorded plat(s) of the subdivision or any area identified by this instrument or such plat(s) as an unrestricted area in the subdivision as shown on the recorded plat(s) are hereby designated to be used for single-family residential purposes only. The term residential purposes as used herein excludes hospitals, clinics, apartment houses, boarding houses, hotels, and commercial and professional uses whether from houses, residences or otherwise, and all such uses of the Lots are expressly prohibited. No house trailer, camper vehicle, or motor vehicle (or portion thereof) shall be used as a residence, (either temporarily or permanently) on any Lot. No Lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. No building shall be erected, altered, placed or permitted to remain on any Lot (except Lakefront Lots and Creek front lots) other than one (1) single family dwelling not to exceed two stories in height and one (1) attached or detached private garage for not more than three (3) automobiles. Boat-sheds and fishing piers may be erected on Lakefront Lots and on Creek Lots.

Construction and sales offices may be constructed on specific Lots as designated by the Developer.

2. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance to the Subdivision.

3. No structure of a temporary character nor any trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence.

4. No animals, livestock, or poultry of any kind shall be raised, bred or kept or kept on any Lot, except that dogs, cats, or other common household pets may be kept as household pets provided they are not allowed to run loose, not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgement of the City of Lake Jackson, constitute a danger or potential or actual disruption of other lot owners, their families or guests.

5. The drying of clothes and the storage of boats and/or boat trailers in public view is prohibited, and the owners or occupants of any Lots at the intersection of streets or adjacent to common areas, parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public, shall construct and maintain suitable enclosures to screen drying clothes and boats and/or boat trailers from public view.

6. All Lots shall be kept at all times in a sanitary, healthful and attractive condition and the owners or occupants of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, nor shall such owners or occupants permit the accumulation or burning of garbage, trash, or rubbish of any kind thereon. All clothesline, yard equipment or storage piles shall be kept screened by a service yard; drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighbors lots, streets or other property. Boat trailers, boats, travel trailers, automobiles, campers, or vehicles of any kind are not to be semi-permanently stored in the street rights-of-way or driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view either within the garage or behind any fence enclosing the rear of the lot. Semi-permanent is defined as exceeding a twelve (12) hour period time.

In the event of default on the part of the owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the committee is selected and thereafter the Committee) may without liability to the owner or occupant in trespass or otherwise enter upon (or authorize one or more others to enter upon) said Lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such Lot for the reasonable cost of such work and associated materials. The owner or occupant as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof, however, the payment of such charge is not secured by any nature of lien on the property.

7. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction or repair on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees.

8. Driveways shall be entirely of concrete (except, however, some other material may be used with the prior consent of the Developer or Committee, as the case may be) and shall be constructed with a minimum width of nine (9) feet with expansion joints not more than twenty (20) feet apart, with one joint at the back of the street curb. The width of each driveway shall flair to a minimum of sixteen (16) feet and the curb shall be broken in such manner that the driveway may be at least four (4) inches thick at its end toward the street paving, and the extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway.

9. Sidewalks and/or walks (across the front of the lot or from the street curb to the residence) shall have a minimum width of four (4) feet and shall be constructed four feet from the curb and entirely of concrete (except, however, that some other material may be used with prior consent of the Developer or Committee, as the case may be).

10. No sales or fund raisers of any type or for any purpose shall be allowed in Pecan Lake Estates. This shall include (but not be limited to) garage, lawn, porch or similar type of sales and door to door soliciting of any type and/or for any purpose.

11. No outside toilets shall be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. Portable toilets will be permitted during the construction of homes (but in no case shall one remain on a lot over six (6) months).

Building Locations

12a. All building locations as to distance from property lines must conform to City of Lake Jackson, Texas ordinances.

b. In the event a lot contains a utility easement, then no building shall be constructed upon such utility easement.

c. Notwithstanding the foregoing, an owner of two or more adjacent lots shall be permitted to build a single residence upon such lots without regard to restrictions which could otherwise be applicable to the side lot lines which separate such lots.

d. For the purpose of this instrument, eaves, steps and open porches shall not be considered as part of a building on R-2 Lots for the purpose of determining distances.

DEED

VOL 1759-253

e. Residential buildings on corner lots shall face the street upon which the Lots fronts as shown on the recorded plat(s) of the Subdivision.

f. The front of the Lot is the property line having the smallest dimension on a street.

g. On irregular shaped corner lots, the facing of the residence is hereby declared to be under the supervision and control of the Developer or Architectural Control Committee, as the case may be.

Lot Area and Width

13a. Lakefront Lots, Creek front Lots and Town Lots may be resubdivided into building sites comprised of a part of one or more Lots as platted, provided that no detached dwelling shall be erected or placed upon any building site, on these so classified lots containing less than 8400 square feet in area or having a width of less than 70 feet at the front building setback line shown on the recorded plat(s) of said Subdivision.

b. Townhouse Lots and Townhouse Lakefront Lots, may be resubdivided into building sites comprised of a part of one or more Lots as platted provided that no detached or attached dwelling shall be erected or placed upon any building site, on these so classified lots, containing less than 3500 feet in area or having a width of less than 35 at the front building setback line shown on the recorded plat(s) of said Subdivision.

Designation of Types of Lots

14a. All Lots in the Subdivision, zoned R-2, having a common boundary with the Lake as shown on the recorded plat(s) of the Subdivision are hereby designated as "Lakefront Lots".

b. All Lots in the Subdivision, zoned R-2, having common boundary with Oyster Creek as shown on the recorded plat(s) of the Subdivision are hereby designated as "Creekfront Lots".

c. All other Lots in the Subdivision, zoned R-2, are hereby designated "Town Lots".

d. All Lots in the Subdivision, zoned T-1, having a common boundary with the Lake as shown on the recorded plat(s) of the Subdivision are hereby designated as "Townhouse Lakefront Lots".

e. All other Lots in the Subdivision, zoned T-1 hereby designated as "Townhouses Lots".

Dwelling Size and Construction

15. The living area of the main residence structure exclusive of porches, whether upon screened or open, garage or other car-parking facility, terraces, driveways, and service quarters shall not be less than the following respective amounts for each of the designated particular types of Lots.

Lakefront Lots	1800 square feet per dwelling
Creekfront Lots	1600 square feet per dwelling
Townhouse Lakefront Lots	1600 square feet per dwelling
Town Lots	1300 square feet per dwelling
Townhouse Lots	1300 square feet per dwelling

DEED

VOL 1759 PAGE 254

Utility Systems

10. Only underground utility systems shall be installed and no above surface service wires will be installed outside of any structure. Underground utility service lines will extend through and under Lots in the Subdivision in order to serve any structure thereon, and the area above said underground lines and extending 2 1/2 feet to each side of said underground lines shall be subject to excavation, refilling, and ingress and egress for the installation, inspection, repair, replacing, and removing of said underground facilities by any utility company that serves and supplies the Subdivision; owners of lots shall ascertain the location of said lines and, at cost to owner, keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

Walls, Fences, and Hedges

17. No wall, fence, planter or hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the written consent of the Developer or Committee as the case may be.

No wall, fence, planter or hedge in excess of (2) feet high shall be created or maintained nearer to the front Lot line than the front building setback line, nor on corner lots nearer to the side Lot line than the building setback line parallel to the side street; no other permitted wall, fence, planter or hedge shall be more than six (6) feet high nor shall any such wall, fence, planter or hedge encroach upon any utility easement as shown on the recorded plat(s) of the Subdivision.

Nothing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof shall be placed, planted or permitted to remain on corner Lots.

Use of The Lake and Oyster Creek

18. No boat over fourteen (14) feet in length (electric motors only) shall be permitted or used on the water of the Lake shown on the recorded plat(s) of the Subdivision.

V.

SPECIAL RESTRICTIONS

1. Lakefront, Townhouse Lakefront, and Creekfront Lots -- In addition to the General Restrictions set forth in Section IV above, the following restriction shall apply to Lake front, Townhouse Lakefront, and Creekfront Lots.

a. No structure (except a pier) shall be permitted which projects beyond the Lot line or into the water (whether within or outside of the Lot line) of the Lake and the Creek shown on the recorded plat(s) of the Subdivision.

b. No wall or fence across the back of any Lake Lot (Lakefront or Townhouse Lakefront) shall extend over four (4) feet above ground level.

c. On all lots which adjoin or abut the Lake or the Creek as shown on the recorded plat(s) of the Subdivision, no garages or any other building shall be constructed, placed or erected closer than twenty-five (25) feet to the rear property line. On these lots no garage, detached or attached, shall have their opening facing the rear of the property.

DEED
VOL. 1759 PAGE 255

VI.

The Developer may at any time hereafter cause one or more corporations, nonprofit or otherwise, to be organized for the purpose of exercising all or any of the duties and prerogatives of the Developer hereunder (including the matters relating to the Architectural Control Committee and Maintenance Fund). Any such delegation of authority and duties shall serve to release automatically the Developer from further liability with respect thereto and vest such duties and prerogatives in such corporations. Any such delegation shall be evidenced by an appropriate instrument amending this instrument, placed of record in the Deed Records of Brazoria County, Texas and joined in by the Developer and the aforesaid corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust, beneficiary of any other person. Such corporation(s) shall succeed to the powers of the Developer to relinquish their respective powers, duties and responsibilities to an Architectural Control Committee or Pecan Lake Maintenance Fund Committee, as hereinafter provided.

VII.

BINDING EFFECT

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

WITNESS our hands at Lake Jackson, Texas, on this 21 day of Feb., 1984

Pecan Lake Estates, 1983, Ltd.

by [Signature]
R. H. McDonald Jr.
General Partner

ATTEST:

[Signature]
J. M. McDonald
General Partner

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority on this day personally appeared Robert H. McDonald, 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 purpose and consideration therein, expressed, in the capacity therein stated, and as the act and deed of said Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21st day of Feb., 1984

FILED FOR RECORD
FEB 22 2:13 PM '84

[Signature]
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

[Signature]
Notary Public in and for
Brazoria County, Texas
WANDA WILLIAMS
Notary Public in and for the State of Texas
My Commission Expires 7-18-84