



## RESTRICTIVE COVENANTS

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

Walter S. Reed and wife, Phyllis A. Reed, (Owners) are the owners of a tract of land containing a called 9.66 acre tract of land, as recorded in Document Number 2006009709, Official Records of Real Property, Brazoria County, Texas, situated in the H.T. & B.R.R. Company Survey, Section 17, Abstract 228, Brazoria County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein (herein after referred to as the "Property".) Said property called REED RANCH ESTATES as shown on the plat thereof recorded in Document Number 2021081035 Of the Official Records of Real Property, Brazoria County, Texas.

It being the intention of Owners to sell and convey various portions of the Property for a substantially uniform development or subdivision, the following conditions, covenants, and restrictions are hereby established and shall be adopted and made a part of each and every contract and conveyance of the Property to the same extent as if this instrument were incorporated at length in each such contract or conveyance. The following restrictions shall be, and the same hereby are, imposed on each lot, tract, or parcel of land sold out of the Property for the benefit of the same, and shall constitute covenants running with the land, and shall run with the title to such land and shall inure to the benefit not only of the present owners, but to their successors and assigns, and each contract and/or conveyance shall be conclusively held and presumed to have been executed, delivered and accepted upon the express conditions hereinbelow set out.

## RESTRICTIONS

1. The Property shall be used only for single-family residential purposes. No commercial or manufacturing use shall be permitted. Except as hereinafter set out, no building shall be erected, altered, placed, or permitted to remain on any parcel or tract of the Property other than one single-family dwelling and a detached garage for not less than two (2) or more than three (3) vehicles. The ground floor area of the main structure, exclusive of open porches and the garage, shall consist of not less than 1,800 square feet. In the case of two-story residences, the ground floor shall consist of not less than 1,200 square feet, exclusive of open or screened porches, terraces, galleries, patios, outbuildings, or attached garages. The structures shall be constructed of new materials with external walls of brick, masonry, or wood. Masonry or wood exterior walls must be kept painted to maintain a neat appearance.

2. No more than one (1) residence may be located on any single tract and no tract may be subdivided.

3. The minimum slab or ground floor elevation for any structure shall be at least 18 inches above the minimum ground floor elevation requirement as determined by building permit issued for compliance with applicable governmental guidelines. All foundations for buildings shall be of monolithic concrete construction.

4. No building constructed on any tract shall be closer than 25 feet from the front and back property lines. No building constructed on any tract shall be closer than 5 feet to either side property line.

5. No structure of a temporary nature, i.e. trailer, tent, shack, garage, barn, or other outbuildings, shall be used as a residence, either temporarily or permanently.

6. No natural or existing drainage shall be altered, nor shall any drainage ditch, culvert, restrictor pipes, nor drainage structure of any kind be installed or altered.

7. No tract or lot shall be used for outside storage of non-running machinery, second-hand appliances, or other unsightly storage, or maintained as a dumping ground for rubbish, trash or rubble. Any garbage, waste, or trash must be kept in a sanitary container with a lid. Unlicensed vehicles, including vehicles not having a current inspection sticker, or any other type used or junk materials shall not be placed upon or allowed to remain upon any portion of the Property. Lawns must be maintained in an attractive manner, including mowing of grass, including ditches adjacent to the property, drainage easements, or roadway easements.

8. No illegal, noxious or offensive activity shall be carried out on the Property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

9. No signs of any kind shall be displayed to the public view on any portion of the Property, except one sign of not more than 16 square feet advertising the property for sale or rent, or one used by a builder to advertise during construction and sale.

10. No Livestock, poultry, or animals of any kind shall be raised, bred, or kept on the property, with the following exceptions: (i) two (2) dogs, two (2) cats, or other household pets of not more than two (2) each, provided that they are not kept for any commercial purposes; or (ii) if kept pursuant to the Youth Agricultural Project Exemption as specified in Section 4-7 of the City of Alvin code of ordinances, including any amendments thereto.

11. No driveway may be constructed across road side ditches unless the driveway meets the requirements of the City of Alvin. All driveways, including driving and parking areas connecting the garage to the main street shall be constructed of concrete.

12. Fences may be chain link, wood, or wire. Fences must be constructed and maintained in a neat condition.

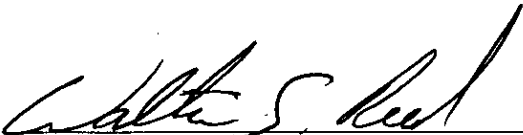
13. The discharge or use of firearms on the Property is expressly prohibited.

14. No alcoholic beverages shall be sold or offered for sale on any tract.

GENERAL PROVISIONS:

1. Severability: The invalidity or unenforceability of any covenant or restriction herein shall in no way affect the validity or enforceability of any other covenant or restriction.
2. These restrictions run with the land shall be binding on all parties and all persons for a period of 25 years from the date hereof, after which time said restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument, executed by the owners of a majority of the acreage, has been filed for record prior to the end of the first and/or subsequent period, agreeing to change these restrictions. If the parties hereto, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions set out herein, it shall be lawful for any other person or persons owning real property in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent such violations or to recover damages for such violation.

EXECUTED this 30 day of November, 2021

  
\_\_\_\_\_  
Walter S. Reed

  
\_\_\_\_\_  
Phyllis A. Reed

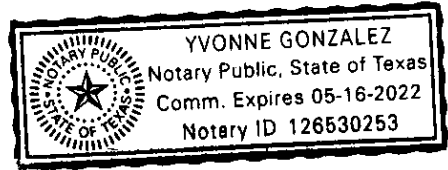
STATE OF TEXAS

COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this day personally appeared WALTER S. REED 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 and in the capacity therein stated.

Given under my hand and seal of Office, this 30<sup>th</sup> day of November, 2021.

Yvonne Gonzalez  
Notary Public in and for the State of Texas.



My Commission Expires: \_\_\_\_\_

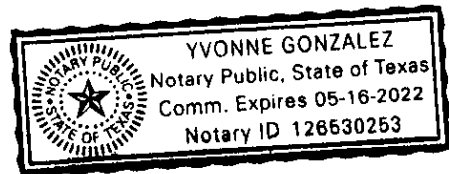
STATE OF TEXAS

COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this day personally appeared PHYLLIS A. REED 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 and in the capacity therein stated.

Given under my hand and seal of Office, this 30<sup>th</sup> day of November, 2021.

Yvonne Gonzalez  
Notary Public in and for the State of Texas.



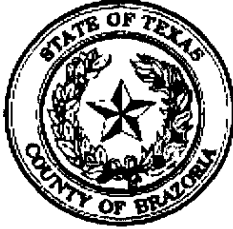
My Commission Expires: \_\_\_\_\_

## FILED and RECORDED

Instrument Number: 2021081051

Filing and Recording Date: 12/09/2021 03:25:42 PM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

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Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-emily