

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREYSTONE SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by **GREYSTONE ANGLETON, LLC**, a Texas limited liability company ("Declarant").

DECLARATION

WHEREAS, Declarant is the owner of that certain tract of land known as Greystone Subdivision (the "Subdivision"), located in Angleton, Brazoria County, Texas according to the Final Re-Plat of Greystone Subdivision which is recorded under Document Number 2021056141 in the Official Records of Brazoria County, Texas, as well as any amended plat or replat which includes any part of the Subdivision;

NOW, THEREFORE, Declarant hereby declares that the Lots in the Subdivision 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 constitute covenants running with the real property and be binding on all parties having any right, title or interest in the Subdivision, the Lots or any part thereof, and shall inure to the benefit of each Owner thereof. Because the Subdivision is subject to the comprehensive zoning ordinances of the City of Angleton, Chapter 201 of the Texas Property Code does not apply to these covenants, conditions and restrictions.

**ARTICLE I
DEFINITIONS**

1.1 "The Subdivision" means the real property described in the Plat as Greystone Subdivision.

1.2 "Plat" means the Final Re-Plat of Greystone Subdivision which is recorded under Document Number 2021056141 in the Official Records of Brazoria County, Texas, as well as any amended plat or replat which includes any part of the Subdivision.

1.3 "Lot" means any of the Lots in the Subdivision.

1.4 "Homeowners Association" means **GREYSTONE ANGLETON HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, or any successor or assignee designated by the Homeowners Association in a document recorded in the Official Records of Brazoria County, Texas.

1.5 "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, except it does not mean Declarant.

1.6 "Common Area" means that portion of the Subdivision, if any, designated as common area or Reserve on the Plat, plus the entire outfall system used to drain the Subdivision, plus any portion of the streets, rights of way or easements (except for any part of an easement located on a Lot) on which trees, grass or shrubs may be growing.

1.7 "Residence" means a single family residence as defined herein.

1.8 "Architectural Control Committee" means the Architectural Control Committee created in **Article III**.

ARTICLE II RESERVATIONS AND DEDICATIONS

2.1 Reservation of Streets, Right of Ways and Easements. Fee simple title to the streets, rights of way and easements (except for any part of an easement which is located on a Lot) shown on the Plat is hereby reserved to Declarant. Further, Declarant reserves for itself, the Homeowners Association, any governmental agency having jurisdiction over the Subdivision, and any entity providing utility services to the Subdivision, the right to enter upon or cross any Lot or Common Area for the purpose of exercising their rights and performing their duties hereunder. Declarant further reserves the right to make such changes in any streets, rights of way or easements in the Subdivision or the Common Area, as Declarant may, from time to time in and in its sole discretion, determine to be desirable.

2.2 Common Area. Declarant hereby reserves fee simple title to the Common Area.

2.3 Dedication of Streets, Rights of Way and Easements. As provided in the Plat, Declarant has dedicated all streets, rights of way, and easements shown on the Plat to the public.

2.4 No Structures. No structure, improvement or fixture, except driveways and sidewalks, shall be erected by any Owner on any of the streets, rights of way, easements or Common Area in the Subdivision, except for temporary structures that (1) are allowed under the provisions of section 4.7 hereof, (2) are in areas contiguous to an owner's lot, and (3) are allowed by the City of Angleton, Texas.

2.5 Use of Common Area. Subject to such rules and regulations as Declarant may from time to time impose and subject to the other matters stated herein, the Owners shall have exclusive right to the use and enjoyment of the Common Area.

2.6 Title to Lots. Title to any Lot shall not include title to any part of the streets, rights of way, or easements shown on the Plat, or to the Common Area.

2.7 Assignment and Conveyance by Declarant.

- A. Declarant shall have the right, at any time and in its sole discretion, to convey all or any part of the Common Area to the Homeowners Association, in which event the Homeowners Association shall assume and perform all of

Declarant's rights, obligations and liabilities with respect to the Common Area.

- B. Declarant shall have the right, at any time and in its sole discretion, to convey all or any part of the Common Area to the City of Angleton, in which event the City of Angleton shall assume and perform all of Declarant's rights, obligations and liabilities with respect to the Common Area.
- C. Declarant shall have the right, at any time and in its sole discretion, to assign any or all of its rights, duties, responsibilities, powers and/or authority under this Declaration to the Homeowners Association, in which event the Homeowners Association shall assume and perform the assigned rights, duties, responsibilities, powers and/or authority.

ARTICLE III ARCHITECTURAL CONTROL

3.1 **Submission of Plans.** Construction of a Residence or any other improvement on a Lot may not begin until the construction plans and specifications for the improvements to be constructed, a plat showing the location of the Residence or other improvements on the Lot, and any other documents or information required by the Architectural Control Committee have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration, quality of materials, structural soundness, harmony of external design and color with existing and proposed structures, location with respect to topography and elevation, and compliance with minimum construction standards. The plans, specifications and plat shall be submitted to: **Architectural Control Committee, Greystone Subdivision, 207-A That Way, Lake Jackson, Texas 77566**, or to such other address as may be designated by Declarant from time to time.

3.2 **Architectural Control Committee.** The members of the Architectural Control Committee shall be appointed from time to time by Declarant, and shall serve at the discretion of Declarant. Declarant may, from time to time, remove and replace any member of the Architectural Control Committee in Declarant's sole discretion. Neither Declarant nor any member of the Architectural Control Committee shall be liable for any act or omission in connection with the obligations, duties, rights, powers and authority granted to them in this Declaration

3.3 **Deemed Approved.** In the event the Architectural Control Committee fails to indicate its approval or disapproval in writing of a Residence or other proposed improvement within ten days after the receipt of all of the required documents and information, approval will be deemed to have been given.

3.4 **Assignment to Homeowners Association.** Declarant may, at any time and in its sole discretion, assign the obligations, duties, rights, powers and authority of the Architectural Control Committee to the Board of Directors of the Homeowners Association. In such event, the term "Architectural Control Committee" as used herein shall mean the Board of Directors of the Homeowners Association.

3.5 No Warranty. Approval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation with respect to the proposed improvements including, without limitation, any warranty relating to fitness, design or adequacy of the proposed construction or compliance with applicable ordinances, statutes, codes and regulations.

3.6 Variances. Anything contained in this Declaration to the contrary notwithstanding, the Architectural Control Committee is hereby authorized and empowered, in its sole and absolute discretion, to make and permit modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the materials to be used in the construction of any Residence or improvement on any Lot and of the size and location of any such improvement when, in the sole discretion of the Architectural Control Committee, such modifications and deviations will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items as it shall deem appropriate in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve a request for a variance, notice of approval must be given by written instrument, addressed to the Owner of the Lot(s) with respect to which the variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, and describing any conditions on which the variance has been approved, which instrument must be signed by a majority of the members of the Architectural Control Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either: (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to approve the request for variance in writing as required hereinabove.

ARTICLE IV RESTRICTIONS

4.1 Single family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling (a "Residence" or the "Residences"). Outbuildings may not be built without prior specific written approval from the Architectural Control Committee. All Residences and other improvements (except fences, where permitted) shall be constructed within the building setback lines as shown on the Plat.

4.2 Minimum Square Footage Within Improvements. The living area of the main residential structure of each Residence shall not be less than 2,000 square feet, exclusive of porches and garages.

4.3 Garages and Driveways. Each Residence shall have a driveway and an attached or detached garage which shall contain at least 400 square feet and adequately house, minimum of two automobiles.

4.4 Exterior Required. The exterior walls of any Residence shall consist of brick, brick veneer, stone, stone veneer, concrete, stucco, hardy plank, or other type of masonry.

4.5 Composite Building Site. Subject to applicable ordinances of the City of Angleton, any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one Residence building site. Any proposed composite building site must be approved in advance in writing by the Architectural Control Committee.

4.6 Prohibition of Trade and Offensive Activities. Each Lot shall be used only for single family residential purposes for the Owner and the Owners' family. No other activity of any sort shall be permitted nor shall anything be done on any Lot which may be or shall become an annoyance or a nuisance to the neighborhood, including, but not limited to garage sales or street sales. Owners and other occupants in the Subdivision shall also comply with all applicable laws, statutes, ordinances, regulations and rules of governmental bodies.

4.7 Use of Temporary Structures No structure of a temporary character, mobile home, manufactured housing unit, camper, trailer, tent, shack, garage, barn or other outbuilding shall be used for residential purposes in the Subdivision. Portable buildings may be used for accessory or storage purposes, but shall be limited to the height and floor area restrictions, if any, set out in the ordinances and regulations of the City of Angleton, and shall be subject to prior written approval of the Architectural Control Committee. Any temporary structure shall be inconspicuous and shall be subject to prior written approval of the Architectural Control Committee.

4.8 Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailer of any type, boat, inoperative automobile, camper or recreational vehicle of any kind shall be in excess of 10.5 feet in height or stored in public view in the Subdivision, for a period of greater than 48 hours or more than 4 days in a single month.

4.9 Mineral Operation. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall any wells, tanks, tunnels, mineral excavation or shafts be permitted upon or under any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or stored on any Lot.

4.10 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two of each type animal is kept.

4.11 Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two and six feet above the surface of the streets within the triangular area formed by the curb lines of the streets or driveways involved and a line running from curb line to curb line at points twenty-five feet from the junction of the street or driveway curb lines shall be placed, planted or permitted to remain on any corner Lot.

4.12 Lot Maintenance. The Owner of a Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation or burning of garbage, trash or rubbish of any kind is prohibited. In the event of default observing these requirements, if such default continues after ten days written notice thereof, Declarant or the Architectural Control

Committee may, without being under any duty to so do, and having no liability in trespass or otherwise, enter upon said Lot and cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash, rubbish or do any other thing necessary to secure compliance with these requirements and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner of said Lot for the cost of such work. The Owner agrees by the purchase of the Lot to pay such costs immediately upon receipt of a statement thereof.

4.13 Visual Screening on Lots. The drying of clothes in public view is prohibited. Similarly, all yard equipment, woodpiles and other items of personal property shall be stored out of the public view.

4.14 Signs Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except two signs for each building site, of not more than ten square feet, advertising the property for sale or lease. Declarant shall have the right to remove any such sign, advertisement, billboard or structure which is placed on a Lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Provided, however, Declarant, Heritage Residential Solutions, LLC and Waterstone Investing, LLC may maintain, as long as they own property in the Subdivision, such facilities as in their sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs. Signs supporting neighborhood children and teens involved in school activities (sports, band, choir, etc.) shall be allowed as long as the signs are not larger than 3 square feet. Snipe signs (means an off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or to other objects) are not allowed.

4.15 Roofing Material. The roof of any Residence (including any garage) shall be constructed or covered with asphalt or composition type shingles (architectural shingles or greater quality), roofing tiles or metal. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee. Roof shingles designed to be wind and hail resistant, provide heating or cooling efficiencies, or provide solar generation capabilities are allowed as long as they are of similar appearance, the same or better quality to authorized shingles and approved by the Architectural Control Committee.

4.16 Antennae and Satellite Dishes No electronic antenna or device of any type other than an antenna or small satellite dish for receiving television or radio signals shall be erected, constructed, placed or permitted to remain on any Lot or Residence. Antennae and satellite dishes must be attached to the Residence and located to the rear of the roof ridge line, gable or center line of the Residence and out of view from the adjoining street(s). No antenna or satellite dish shall extend above the roof of the Residence.

4.17 Sidewalks. Before a Residence is completed and occupied, the Owner of the Lot shall construct a concrete sidewalk or sidewalks to such specifications and in such locations as the Architectural Control Committee, in its sole discretion, shall require. Such sidewalks shall also comply with the ordinances, rules and regulations of the City of Angleton.

4.18 Fences. Any fence facing any road must be of either stained or unstained wood (i.e.,

no painted wood) (capped and stained, using the Architectural Control Committee approved stain and color), wrought iron, brick, or stone. No fence may be placed on any Lot without prior approval as to design, material and construction from the Architectural Control Committee, as provided in **Article III**.

4.19 Air Conditioners. No window or wall type air conditioners shall be allowed in any Residence unless approved by the Architectural Control Committee.

4.20 Solar Devices. No solar energy device may be placed on a lot that:

- A. as adjudicated by a court:
 - (1) threatens the public health or safety; or
 - (2) violates a law;
- B. is located on property owned or maintained by the property owners' association;
- C. is located on property owned in common by the members of the property owners' association;
- D. is located in an area on the property owner's property other than:
 - (1) on the roof of the home; or
 - (2) in a fenced yard or patio owned and maintained by the property owner;
- E. if mounted on the roof of the home:
 - (1) extends higher than or beyond the roofline;
 - (2) is located in an area other than an area designated by the property owners' association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the property owners' association;
 - (3) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
 - (4) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- F. if located in a fenced yard or patio, is taller than the fence line;
- G. as installed, voids material warranties; or
- H. was installed without prior approval by the Architectural Control Committee (Notwithstanding anything else contained herein, a lot owner must make a written request for such approval and provide in such request all the reasonably technical specifications and explanation of the manner in which the solar energy device is to be installed ("Solar Device Request"). Once the Solar Device is received by the Architectural Control Committee, said committee shall respond within thirty (30) days from said receipt by either approving the Solar Device Request and/or the denial of the Solar Device Request with a reasonable explanation for the denial and/or the conditions under which the Solar Device Request would be approved.

4.21 City of Angleton. All activities in the Subdivision are subject to the ordinances, rules and regulations of the City of Angleton. In the event of a conflict between this Declaration and the ordinances, rules or regulations of the City of Angleton, the latter shall control.

4.22 Parking on Grass. No vehicle of any kind (e.g. car, truck, golf cart, four wheeler, motorcycle, scooter, etc.) shall be parked in public view on the grassy part of any Lot except for contractor vehicles involved in active construction on the Lot

4.24 Estate Sales. Estate sales are allowed under the following conditions:

- A. Estate sale is for property belonging to a Greystone Subdivision resident who's residence is being listed for sale because of:
 - (1) Downsizing; or
 - (2) Relocation to a retirement, assisted living, or nursing home - Death of the homeowner
- B. Estate sale will be conducted inside the house and not in the yard. Garage will only be used for selling garage items already in place. Estate sale will be conducted for no more than 3 days. HOA will be notified one (1) week before Estate Sale.

ARTICLE V COVENANT FOR ASSESSMENTS - HOMEOWNERS ASSOCIATION

5.1 Covenant. Each Owner, by acceptance of the conveyance of a Lot or any portion thereof, shall be deemed to covenant and agree to pay to the Homeowners Association his pro rata share of all expenses of the Homeowners Association.

5.2 Assessment. The expenses of the Homeowners Association shall be assessed with respect to each Lot in such amounts and at such times as the Homeowners Association shall from time to time determine, in its sole discretion. The assessments shall be sufficient for the Homeowners Association to perform all duties assigned under **Section 6.2** hereof. All assessments shall be paid by the Owner within thirty days after written request is made by the Homeowners Association. If not paid within thirty days, the assessment shall bear interest at the rate of seventeen per centum (17%) from the due date until paid. Such assessment, together with interest and any reasonable attorney's fees and other costs incurred by the Homeowners Association as a result of nonpayment by an Owner, shall be a charge and a continuing lien upon the subject Lot. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was made. To secure payment of such sums, a vendor's lien is herein and hereby retained in each deed conveying a Lot, in favor of the Homeowners Association, its successors and assigns.

5.3 Purpose. The assessments shall be used exclusively to exercise and perform the rights and duties of the Homeowners Association under this Declaration.

5.4 Commencement. The assessments provided for herein shall commence and be

payable with respect to a Lot upon conveyance of the Lot to an Owner.

5.5 Priority of Lien Assessment. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved.

5.6 Declarant's Rights and Duties. Notwithstanding anything contained in this Article to the contrary, Declarant shall have all the rights of the Homeowners Association to determine the amount of and to collect the assessment described herein and Declarant shall perform the duties of the Homeowners Association hereunder, until such time as Declarant, in its sole discretion, relinquishes and assigns such rights and duties to the Homeowners Association by a document recorded in the Official Records of Brazoria County, Texas. Further, Declarant shall not be required to pay any assessment with respect to any Lot owned by Declarant.

ARTICLE VI HOMEOWNERS ASSOCIATION

6.1 Membership. Each Owner shall be a member of the Homeowners Association. No other persons may be members of the Homeowners Association.

6.2 Duties. The Homeowners Association shall have the following duties:

- A. to collect and account for the assessments provided above;
- B. to maintain the Common Area, and Reserves;
- C. to enforce this Declaration;
- D. to perform any other duties provided herein or assigned by Declarant; and
- E. regardless of any other provision, to levy and collect sufficient to perform its duties hereunder, including, without limitation, maintenance of the drainage outfall system so as to provide efficient drainage.

6.3 Voting Rights. The Homeowners Association shall have two classes of voting membership:

- A. Class A members shall be all Owners except Declarant. Each Class A member shall be entitled to one vote for each Lot such member owns. However, only one vote shall be cast with respect to each Lot, no matter whether the Lot is owned by more than one person. In the event of multiple Owners of a Lot, the Owners shall determine between or among themselves how the vote for such Lot is to be cast.
- B. The Class B member shall be Declarant. The Class B member shall be entitled to ten votes for each Lot it owns.

6.4 Termination and Suspension of Membership. Membership in the Homeowners Association shall automatically terminate without any formal action whenever a member ceases to be an Owner. The Board of Directors of the Homeowners Association may suspend the voting rights of any member who is in default in the payment of an assessment made as provided in this Declaration.

6.5 Resignation. No member may resign from the Homeowners Association so long as he is an Owner.

6.6 Cessation. The City of Angleton shall have the authority to enforce any restriction herein concerning the maintenance of the retention/detention pond and outfall drainage system. No part of these restrictions affecting maintenance and funding of the retention/detention pond and outfall drainage system shall be amended without the prior approval of the City of Angleton. The Homeowners Association shall not terminate or cease its existence, its operation, or performance of its duties without specific consent of the City of Angleton. These restrictions are a third party contract for the benefit of the City of Angleton for those purposes.

ARTICLE VII GENERAL PROVISIONS

7.1 Enforcement. Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges 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 so thereafter.

7.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

7.3 Amendment. This Declaration shall run with and bind the Subdivision for a term of twenty years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten years. So long as Declarant owns any of the Lots, this Declaration may be amended by an instrument signed by those Owners owning at least one-half of the Lots. After Declarant has conveyed all of the Lots, this Declaration may be amended by an instrument signed by those Owners owning not less than two-thirds of the Lots.

7.4 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

7.5 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

7.6 Gender and Number. Wherever the context shall require, all references herein to the male,

female or neuter gender shall be deemed to include the other genders, when applicable, and all singular words shall include the plural and all plural words shall include the singular. Any reference herein to "Declarant" shall include any subsequent assignee of Declarant.

Executed this 4 day of February, 2022.

DECLARANT:

GREYSTONE ANGLETON, LLC

BY:

Reginald Aplin
REGINALD APLIN, Managing Member

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

Acknowledged before me on this 4 day of February, 2022 by **REGINALD APLIN, Managing Member of GREYSTONE ANGLETON, LLC**, acting in said capacity.



Balinda Briggs Means
NOTARY PUBLIC
STATE OF TEXAS

**RATIFICATION OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §


WHEREAS, GREYSTONE ANGLETON, LLC., files herewith this Declaration of Covenants, Conditions and Restrictions for Greystone Subdivision;and

WHEREAS, HERITAGE RESIDENTIAL SOLUTIONS, LLC has purchased and/or has a right to purchase various lots in Greystone Subdivision;

WHEREAS, the undersigned, HERITAGE RESIDENTIAL SOLUTIONS, LLC, wishes to acknowledge its ratification of the above referenced Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT HERITAGE RESIDENTIAL SOLUTIONS, LLC by and through the signature of its duly authorized officer as set forth below, hereby RATIFIES and CONFIRMS the Declaration of Covenants, Conditions and Restrictions of Greystone Subdivision filed herewith for record in the Office of the County Clerk of Brazoria County, Texas, and agrees that all lots in Greystone Subdivision owned by HERITAGE RESIDENTIAL SOLUTIONS, LLC shall be subject to said Declaration of Covenants, Conditions and Restrictions.

HERITAGE RESIDENTIAL SOLUTIONS, LLC
BY:



JOHN WEAVER, Managing Member

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

Acknowledged before me on this 7 day of February, 2022 by JOHN WEAVER, President of HERITAGE RESIDENTIAL SOLUTIONS, LLC, acting in said capacity.





NOTARY PUBLIC
STATE OF TEXAS

**RATIFICATION OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS, GREYSTONE ANGLETON, LLC., files herewith this Declaration of Covenants, Conditions and Restrictions for Greystone Subdivision; and

WHEREAS, WATERSTONE INVESTING, LLC has purchased and/or has a right to purchase various lots in Greystone Subdivision;

WHEREAS, the undersigned, WATERSTONE INVESTING, LLC , wishes to acknowledge its ratification of the above referenced Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT WATERSTONE INVESTING, LLC by and through the signature of its duly authorized officer as set forth below, hereby RATIFIES and CONFIRMS the Declaration of Covenants, Conditions and Restrictions of Greystone Subdivision filed herewith for record in the Office of the County Clerk of Brazoria County, Texas, and agrees that all lots in Greystone Subdivision owned by WATERSTONE INVESTING, LLC shall be subject to said Declaration of Covenants, Conditions and Restrictions.

WATERSTONE INVESTING, LLC
BY:

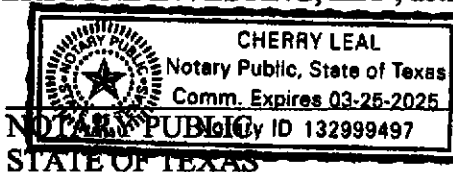


ROGER SMITH, Managing Member

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

Acknowledged before me on this 7 day of February, 2022 by ROGER SMITH, Managing Member of WATERSTONE INVESTING, LLC , acting in said capacity.

Cherry Leal



**RATIFICATION OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS, GREYSTONE ANGLETON, LLC., files herewith this Declaration of Covenants, Conditions and Restrictions for Greystone Subdivision; and

WHEREAS, APLIN HOMES, INC. has purchased and/or has a right to purchase various lots in Greystone Subdivision, and;

WHEREAS, the undersigned, APLIN HOMES, INC., wishes to acknowledge its ratification of the above referenced Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT APLIN HOMES, INC. by and through the signature of its duly authorized officer as set forth below, hereby RATIFIES and CONFIRMS the Declaration of Covenants, Conditions and Restrictions of Greystone Subdivision filed herewith for record in the Office of the County Clerk of Brazoria County, Texas, and agrees that all lots in Greystone Subdivision owned by APLIN HOMES, INC. shall be subject to said Declaration of Covenants, Conditions and Restrictions.

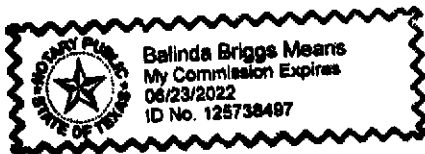
APLIN HOMES, INC.


BY:


REGINALD J. APLIN, President

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

Acknowledged before me on this 11 day of FEBRUARY, 2022 by **REGINALD J. APLIN, President of APLIN HOMES, INC.**, acting in said capacity.




NOTARY PUBLIC
STATE OF TEXAS

**RATIFICATION OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS, GREYSTONE ANGLETON, LLC., files herewith this Declaration of Covenants, Conditions and Restrictions for Greystone Subdivision; and

WHEREAS, THE FIRST STATE BANK, has a security interest in the land comprising Greystone Subdivision;

WHEREAS, the undersigned, THE FIRST STATE BANK, wishes to acknowledge its ratification of the above referenced Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE FIRST STATE BANK, by and through the signature of its duly authorized officer as set forth below, hereby RATIFIES and CONFIRMS the Declaration of Covenants, Conditions and Restrictions of Greystone Subdivision filed herewith for record in the Office of the County Clerk of Brazoria County, Texas, and agrees that all the land comprising Greystone Subdivision shall be subject to said Declaration of Covenants, Conditions and Restrictions.

THE FIRST STATE BANK

By:

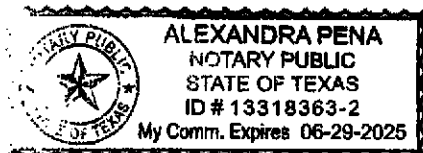
John Koneschik

Printed Name: John Koneschik

Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 7 day of Feb, 2022, by John Koneschik as Vice President of THE FIRST STATE BANK, acting in said capacity.



Alexandra Pena

NOTARY PUBLIC, STATE OF TEXAS

FILED and RECORDED

Instrument Number: 2022008991

Filing and Recording Date: 02/14/2022 09:09:09 AM Pages: 16 Recording Fee: \$82.00

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".

Joyce Hudman, County Clerk
Brazoria County, Texas

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cclerk-emily