

DEED

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16672

RESTRICTIONS FOR
OAKWOOD CREEK ESTATES, SECTION II

RESTRICTIONS, COVENANTS, CONDITIONS AND ASSESSMENTS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THAT Oakwood Creek Estates, Inc., a Texas corporation, sometimes hereinafter referred to as "Developer", with its office and principal place of business in Brazoria County, Texas, being the owner of a tract of land in Brazoria County, Texas, more fully described on Exhibit A attached hereto and incorporated herein for all purposes (herein sometimes called "Oakwood Creek Estates Section II"), does hereby establish, adopt and promulgate certain conditions, covenants, protective provisions and restrictions, which shall be applicable to the acreage within the said Oakwood Creek Estates, Section I, and shall be binding upon any purchaser, grantee, owner or lessee of any portion of the acreage in the said Oakwood Creek Estates, Section II and upon the respective heirs, executors, administrators, devisees, successors, and assigns of such purchaser, grantee, lessee or owner. It is the intention of the Developer that Oakwood Creek Estates Section II will be subdivided by Developer into parcels not less than five (5) acres in size which shall be maintained as a residential subdivision in which the owners of the various parcels may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential uses and related matters are concerned, while at the same time assuring to every purchaser of any parcel in such subdivision that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

1. LAND USE AND BUILDING TYPE.

No parcel shall be used for any purposes except for single family residential purposes; provided that, until Developer, its successors or assigns, has sold all of the parcels in the subdivision, any parcel may be used by Developer, its successors or assigns for the erection and operation of a sales office, construction office, model home or clubhouse and restaurant. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Oakwood Creek Estates Section II.

2. ARCHITECTURAL CONTROL COMMITTEE.

There is hereby created an Architectural Control Committee (herein sometimes called the "Committee") comprised of three (3) members, the initial Committee being composed of Randolph W. Taylor, James De Santo and Michael Blanchard, each of whom shall serve until his or her successor is appointed. Any two of the members of the Architectural Control Committee shall have the full authority and power to act for the Committee. In the event any one of the said members shall die, resign, or become ineligible to act, the remaining members shall have the authority to designate a successor. At any time after all of the acreage covered by this instrument is conveyed to individual owners, the then record owners of a majority of the acreage in the sections of Oakwood Creek Estates covered by these or similar Re-

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strictions shall have the power to change the membership of the Committee, to withdraw any powers from the Committee, and to restore to the Committee any of the powers and duties created hereunder, by the execution of an instrument duly acknowledged and duly recorded in the Deed Records of Brazoria County, Texas. No member of the Committee or its designated representatives as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

3. THE DUTIES OF THE COMMITTEE.

No building nor other improvements shall be erected, placed or altered on any residential building site, parcel or until the construction plans and specifications therefor, and the Plat plan of the building sites showing the locations of all buildings and sidewalks to be erected thereon, have been approved by the Committee as to use, quality or workmanship and materials, conformity and harmony with the external design of the existing structures in Oakwood Creek Estates and as to location of the building and improvements with respect to topography and finished grade elevation. A majority of the Committee may designate a representative with authority to approve the design and location of any building. Any approval or disapproval by the Committee of any matters herein required or permitted shall be in writing. If the Committee or its designated representatives fail to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction under any such plans and specifications has been commenced prior to the completion of the improvements, approval will not be required and the provisions of this Agreement shall be deemed to have been fully satisfied. The Committee, at its sole discretion, is hereby permitted to

approve deviations in building area and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing, and, when given, will become a part of these restrictions.

4. DWELLING SIZE AND CONSTRUCTION.

No main residential structure shall be placed on any parcel unless its living area has a minimum of one thousand five hundred (1,500) square feet of floor area, exclusive of porches, garages, terraces, driveways and service quarters provided that the street exposure of such dwelling with a minimum square footage size shall be consistent with the overall design and plan of Oakwood Creek Estates, with each structure having a width commensurate and consistent with other structure widths in the Section. The Committee shall approve the design of such structure in order to insure such consistency. It is expressly stipulated that the Section covered hereby has been assigned an architectural theme by the Architectural Control Committee, and all plans and specifications for construction on any lot covered by these restrictions must be approved by such Committee prior to commencement of construction to insure that they comport with the architectural scheme of that cluster.

5. BUILDING LOCATION.

No building used for residential purposes shall be located on any lot nearer to the front lot line than the following minimum building set-back lines as follows:

- A) Seventy-five (75) feet from front property boundary line
- B) Thirty (30) feet from any side street boundary line

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- C) Twenty (20) feet from any interior boundary line
- D) Fifty (50) feet from any back boundary line.

6. EXTERIOR MAINTENANCE.

In the event an owner of any acreage within this Section shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Developer, or to its successor, the association of owners hereinbelow described in Article 19, then the Developer, in its discretion, or the association acting upon a two-thirds (2/3) vote of its managing group, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the building and any other improvements erected thereon. Any entry for purposes of repairs and maintenance shall be made only after balancing the interests of adjacent property owners and shall be for the purpose of making reasonable repairs to insure the integrity of the Section as a whole. The cost of such exterior maintenance shall be added to and become a part of the common green charge to which such lot is subject and a vendor's lien will be affixed in accordance with Article 19 to insure its payment.

7. DRAINAGE FROM IMPROVEMENTS.

All improvements in Oakwood Creek Estates must be constructed so that the drainage of water therefrom shall not become a nuisance to neighboring owners. In this connection all improvements must be approved by the Committee as to the adequacy of drainage facility.

8. LOT AREA AND WIDTH.

No dwelling shall be erected or placed upon any building site containing less than 43,560 square feet (one acre) and no building site shall have less than 125 feet of frontage on a public road right of way.

9. NUISANCES.

No noxious or offensive trade or activity shall be permitted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. TEMPORARY STRUCTURES.

No structure of a temporary character, shall be used on any lot at any time unless such outbuilding is in the rear yard, is less than six (6) feet tall exclusive of the roof, and unless the rear yard is enclosed with a fence at least six (6) feet high. Under no circumstances shall an outbuilding, camper or mobile homes be used as a residence, either temporarily or permanently, and no mobile homes shall be stored on any property.

11. CONSTRUCTION COMPLETION.

No single family dwelling shall be occupied for residential purposes unless the exterior of such dwelling is entirely finished and the interior has been finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence, which is not entirely completed, shall be accepted.

12. SIGNS.

No sign, advertisement, billboards or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the Architectural Control Committee, except one (1) sign of not more than twenty-four (24) inches square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period as established by the Developer. Developer or members of the Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any residential lot without consent, and in so

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doing, shall not be liable, and are expressly relieved from any liability for the trespass or other tort in connection therewith, or arising from such removal.

13. LIVESTOCK AND POULTRY.

No animals, livestock or poultry of any kind shall be commercially raised, bred or kept on any lot except that (i) dogs, cats and other household pets (not to exceed two of each category) may be kept, provided that they are not allowed to roam or wander unattended in the neighborhood and (ii) one horse for each five (5) acres may be kept by an owner of five acres or more.

14. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other wastes shall not be kept except in sanitary containers.

15. REMOVAL OF DIRT.

The digging of dirt or the removal of dirt from any parcel is expressly prohibited, except when necessary in conjunction with construction being done on such parcel.

16. CUTTING WEEDS AND DRAINAGE.

Grass, vegetation and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery or dead trees shall be cut and removed from any parcel. Likewise, all drainage ditches, if any shall be maintained in the same manner and shall be unobstructed at all times. Any bridge constructed over ditches shall cover drainage pipes and culverts made on concrete or corrugated metal pipe with a minimum size of eighteen (18) inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

17. CONSTRUCTION IN EASEMENTS.

No lot owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of the overhead power easement which encircles the property, nor any other easement.

18. REPAIR.

All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve their attractiveness.

19. ANNUAL MAINTENANCE FUND.

Each residential building site shall be subject to an annual maintenance charge at a rate not to exceed One Hundred and No/100 Dollars (\$100.00) per year for each building site covered by these Restrictions, for the purpose of creating a fund known as Oakwood Creek Maintenance Fund, to be paid by the owner of each such lot. This charge, however, shall not be levied or imposed against any acreage owned by Developer. The charge shall be payable to Developer, annually, in advance, on January 1 of each year commencing when the development of Section II of Oakwood Creek Estates begins, as determined by Developer. To secure the payment of this maintenance charge a Vendor's Lien against each residential building site in the Subdivision is created by this instrument in favor of the Developer, its successors and assigns, and the title to each parcel sold or conveyed shall be subject to said Vendor's Lien, but this Vendor's Lien shall be subordinate to any valid purchase money lien covering each parcel and to any valid lien for the construction of improvements.

The funds represented by the collection of this maintenance charge for residential acreage in Oakwood Creek Estate, Section II, may be combined with funds collected

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from the owners of residential acreage in other sections of Oakwood Creek Estates which may have been or will be developed.

The total fund accumulated from this charge insofar as the same may be sufficient, shall be applied toward the payment of acquisition and maintenance expenses incurred in any of the sections in Oakwood Creek Estates as above defined for any or all of the following purposes: lighting, improving and maintaining streets, paths, parks, parkways, and esplanades; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and materials of similar nature; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of this Maintenance Fund and the enforcement of all covenants and restrictions for the Subdivision; employing policemen and watchmen; fogging and furnishing other insecticide services, acquiring and maintaining any amenities or recreational facilities that are or will be operated in whole or in part for the benefit of the property owners in Oakwood Creek Estates Section II and/or other sections of Oakwood Creek Estates; and doing any other thing necessary or desirable in the opinion of Developer, its successor or assign, to keep, maintain and improve the property in the Subdivision, it being understood that the judgment of the Developer its successor or assign in the expenditure of such funds shall be final as long as said judgment is exercised in good faith.

As aforesaid, it is contemplated that other sections of Oakwood Creek Estates may be developed, and the collection of the annual maintenance charge in this Oakwood Creek Estate Section II and previous or subsequent sections shall

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be under the sole control of Developer, its successors and assigns, until such time as ninety percent (90%) of the residential acreage in all such sections of Oakwood Creek Estates have been sold and conveyed by deed to the respective purchasers or at such earlier time as Developer may, in its sole discretion, relinquish control of the annual maintenance charge. At the time Developer relinquishes control of the annual maintenance charge or at the time as ninety percent (90%) of the residential acreage in all such sections of Oakwood Creek Estates have been sold and conveyed by deeds to the respective purchasers, the control of the annual maintenance funds shall be surrendered, which surrender shall be evidenced by instrument duly filed in the Records of the County Clerk of Brazoria County, Texas, to an association whose members will be property owners of the acreage in all of the sections of Oakwood Creek Estates. This association shall then assume all of the rights, duties and discretionary power of Developer in the collection and administration of the Oakwood Creek Maintenance Fund and Developer shall no longer have any responsibility with regard to said maintenance fund.

This maintenance charge shall remain effective until January 1, 2000, and shall automatically be extended thereafter for successive period of ten (10) years; provided, however, that the owners of a majority of the acreage in each section of Oakwood Creek Estates may revoke such maintenance charge as to such section on either January 1, 2000, or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and

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filing the same of record in the Office of the County Clerk, Brazoria County, Texas, at any time prior to January 1, 2000, or at any time prior to the expiration of any successive ten (10) year period thereafter.

20. TERM.

These covenants and restrictions are to run with the land and shall be binding upon and inure to the benefit of all owners of lots in Oakwood Creek Estates, Section II and all persons claiming under them until January 1, 2000, after which time said covenants and restrictions shall automatically be extended for successive period of ten (10) years unless an instrument signed by the majority of the then owners of the acreage in Oakwood Creek Estates Section II is filed for record in Brazoria County, Texas, altering, rescinding, or modifying the said covenants and restrictions in whole or in part.

21. ENFORCEMENT.

The covenants, reservations, easements and restrictions set out herein are for the benefit of the Developer, its heirs, successors and assigns, and equally for the benefit of any subsequent owner of acreage in Oakwood Creek Estates, Section II and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said premises.

22. SEVERABILITY.

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

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EXECUTED this 8th day of May, 1978.

OAKWOOD CREEK ESTATES, INC.

BY Edward F. Taylor
Edward F. Taylor

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD F. TAYLOR, President of OAKWOOD CREEK ESTATES, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of May, 1978.



Janice E. Svoboda JANICE E. SVOBODA
Notary
Public in and for Brazoria
County, T E X A S
Notary Public in and for Brazoria County, Texas
My Commission Expires March 31, 1979

CHARLIE KALKOMEY SURVEYING, INC.
1702 WALGLER STREET
ROSENBERG, TEXAS 77471

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CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

EXHIBIT "A"

OFFICE: PHONE 342-2033
HOME: PHONE 237-2205

FIELD NOTES FOR A 151.7248 ACRE TRACT OF LAND OUT OF THE CORNELIUS SMITH SURVEY, ABSTRACT 129, BRAZORIA COUNTY, TEXAS, SAID 151.7248 ACRE TRACT BEING THAT CERTAIN MARY BETH COLEMAN TRACT, A PART OF PARCEL 3 (96.23 ACRES) AND A PART OF PARCEL 1 (1008.53 ACRES) AS DESCRIBED IN DEED, ROBERT B. BALDWIN III, TO EDWARD TAYLOR, TRUSTEE, RECORDED IN VOLUME 1351, PAGE 247, BRAZORIA COUNTY DEED RECORDS.

BEGINNING at an Iron Pipe set in the South Right-of-Way line of County Road 609 for the Northeast corner and Place of Beginning of the herein described 151.7248 Acre Tract of land, said point being the point of intersection of the South Right-of-Way line of County Road 609 with the West Right-of-Way line of a 60 foot wide road bearing South 00 degrees 32 minutes 19 seconds East, said point also being the Northeast corner of the aforementioned Mary Beth Coleman tract;

THENCE North 76 degrees 01 minute 41 seconds West along the South Right-of-Way line of County Road 609, 514.11 feet to a point in the centerline of Oyster Creek;

THENCE with the centerline meanders of Oyster Creek, to-wit:

South 42 degrees 30 minutes 53 seconds West, 187.29 feet;
South 68 degrees 41 minutes 58 seconds West, 375.94 feet;
South 77 degrees 12 minutes 38 seconds West, 487.54 feet;
South 84 degrees 40 minutes 52 seconds West, 697.27 feet;
South 89 degrees 30 minutes 41 seconds West, 276.69 feet;
South 81 degrees 20 minutes 55 seconds West, 287.60 feet;
South 76 degrees 30 minutes 49 seconds West, 240.29 feet;
South 71 degrees 32 minutes 22 seconds West, 222.45 feet;
South 63 degrees 11 minutes 56 seconds West, 155.91 feet; and,
South 65 degrees 01 minute 58 seconds West, 199.82 feet to a point for the Northwest corner of the herein described 151.7248 Acre Tract, same being the Northwest corner of the aforementioned 96.23 Acre Tract;

THENCE South 40 degrees 26 minutes 00 seconds East, 2269.98 feet to an Iron Pipe set for the most Westerly Southwest corner of the herein described 151.7248 Acre Tract;

THENCE South 89 degrees 55 minutes 02 seconds East, 1281.28 feet to an Iron Pipe set for a reentry corner to the herein described 151.7248 Acre Tract;

THENCE South 00 degrees 05 minutes 45 seconds East, 581.57 feet to an Iron Pipe set for the most Southerly Southwest corner of the herein described 151.7248 Acre Tract;

THENCE North 89 degrees 27 minutes 41 seconds East, 774.71 feet to an Iron Pipe set in the centerline of the aforementioned 60 foot wide road for the Southeast corner of the herein described 151.7248 Acre Tract;

THENCE North 00 degrees 32 minutes 19 seconds West along the centerline of said 60 foot wide road, 1058.26 feet to a point in the North line of the aforementioned 96.23 Acre Tract, same being the South line of the Mary Beth Coleman tract;

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FIELD NOTES - 151.7248 Acre Tract (Contd.)

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THENCE South 89 degrees 27 minutes 33 seconds West, 30 feet to an Iron Pipe set in the West Right-of-Way line of said 60 foot wide road;

THENCE North 00 degrees 32 minutes 19 seconds West along the West Right-of-Way line of said 60 foot wide road, 1891.06 feet to the Place of BEGINNING and containing 151.7248 acres of land, more or less.

Charlie Kalkomey
Charlie Kalkomey, RPS
No. 1399
May 22, 1978

FILED FOR RECORD

AT 3:26 O'CLOCK P. M.

MAY 31 1978

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY *Nelson Berg* DEPUTY

Exhibit "A"
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