

EXHIBIT ACOVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS & EASEMENTS

DEFINITIONS. The word "STREET" as used herein shall include any street, drive boulevard, lane, avenue, or any place which shall hereafter be designated as a thoroughfare. A "CORNER LOT" is one that abuts on more than one street. Any lot, except a Corner Lot is deemed to front the street upon which it abuts. A Corner Lot shall be deemed to front on the street designated by the Architectural Control Committee as hereinafter provided.

RESTRICTIONS: For the purpose of creating and carrying out a uniform plan for the improvement and sale of property the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of George W. Cobb and wife, Violeta E. Cobb, their heirs, successors and assigns, by appropriate reference to this dedication and same shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon the property described herein and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of George W. Cobb and wife, Violeta E. Cobb, their heirs, successors and assigns, and specifically, all other purchasers of said property shall be subject to and bound by such restrictions, covenants and conditions specified herein, for the terms of this instrument as hereinafter set forth.

USE OF LAND.

(a) All lots shall be used for residential purposes only. The term 'residential purposes' as used herein shall be held and construed to exclude hospitals, and hotels and to exclude all commercial and professional uses whether from homes, residences, or otherwise and all such uses of said property are hereby expressly prohibited.

(b) No sign of any kind shall be displayed to the public view on any residential lot except one sign not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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(c) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that saddle horses, pet calves, dogs, cats, sheep or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(d) Property owners with creek or bayou frontage may keep domestic geese provided they do not create a nuisance. The recorded lot owners retain the right to prohibit the keeping of geese by a majority vote of the property owners at a properly scheduled civic club meeting wherein 30 days advance notice of such meeting is mailed to each lot owner.

(e) No lot shall be used as a dumping ground for trash, rubbish, garbage, or other wastes. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and in a sanitary condition.

(f) No boats or trailers or inoperative vehicles may be parked in front of the front building line of any lot.

(g) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(h) No spirituous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises, or any part thereof, be used for illegal or immoral purposes.

(i) All vacant lots must be kept clean of rubbish or trash of all kinds and clear of underbrush and unsightly weeds so as not to detract from developed lots and lawns. Lot owners failing to keep lot mowed and cleaned will be notified by letter by the Maintenance Committee. After 7 days the lot will be mowed or cleaned by persons designated by the Maintenance Committee. The lot owner will be billed for cost of mowing and/or cleaning at a rate established by the Maintenance Committee. This fee shall be in addition to annual Maintenance Fund payment.

ARCHITECTURAL RESTRICTIONS. No improvements of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on the property described herein until plans and specifications have been submitted to and approved in writing by the Architectural Control Committee as hereinafter constituted. Such approval is to include exterior design, the type of material to be used, and the colors to be applied on the exterior of the structure, and such approval is to be based on the following general requirements, stipulations and restrictions.

(a) All lots in the tract shall be known and described as residential lots.

(b) No structure shall be erected on any building plot other than one single-family dwelling not to exceed two and one-half stories in height with an attached or separate garage with capacity for not more than four (4) cars; provided, however, that with regard to lots having frontage on Blackberry Creek and Chocolate Bayou, in addition to the above, boat houses, wharves and piers may be constructed along the water's edge for use in connection with boating, fishing or swimming insofar as such structures do not conflict with drainage or navigation easements; provided however, such structures must be approved by the Architectural Control Committee.

(c) No structure shall be moved onto any lot.

(d) No trailer, basement, tent, shack, garage, barn or other outside building erected on the tract shall at any time be used as a residence, except as provided in paragraph (r) below, nor shall any residence of a temporary character be permitted.

(e) No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not adjoining streets, lots, or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(f) No garage apartment for rental purposes shall be permitted. Living

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quarters on property other than in main building may be used for bonafide servants only.

(g) All improvements shall be constructed on the lot so as to front the street upon which such lot faces except for those improvements specified in para (b) above. Bridges constructed over property line ditches shall be concrete pipe and of a size not less than 12 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

(h) The Architectural Control Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with the thought in mind of the best general appearance to that immediate section.

(i) Septic systems design and specifications must meet minimum requirements established by percolation and soil tests prescribed by applicable Texas or Federal laws. Materials, design and location must be shown on plot plan and approved by the Architectural Control Committee. Water wells will be located according to Texas Department of Health specifications.

(j) Dwellings on corner lots shall have a presentable frontage on all streets on which that particular corner lot fronts and service and utility areas shall be suitably enclosed or otherwise screened from the street.

(k) No single story residence shall be constructed on any lot or building site with less than one thousand (1,000) square feet of heated floor space exclusive of porches, garages, and utility rooms.

(l) No multistoried residence shall be constructed with less than fourteen hundred (1400) square feet total (ground and first floor) of heated floor space exclusive of porches, garages and utility rooms. However, on these multistoried residences wherein the lower floor is primarily designed as a foundation, garage and utility area, then the Architectural Control Committee reserves the right to approve the dimensions of the lower floor. The second floor shall not contain less than one thousand (1000) square feet regardless of the lot size.

(m) The building lines of any residence to be erected shall be as follows:  
Not less than thirty five (35) feet from the front property line,  
nor nearer than twenty (20) feet to any side street line, nor  
nearer than twenty (20) feet from any side line.

(n) Fences constructed shall use treated posts of not less than 4" diameter.

(o) No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended to meet at an angle. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(p) All private driveways must be constructed of concrete or crushed limestone with asphalt topping. This is meant to include all driving or parking areas connecting garage or parking facilities with the main streets or side streets.

(q) No radio aerial wires or TV antenna wires shall be maintained on any portion of any lot forward of the front building line of said lot.

(r) No garage, servant's house or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet to the front property line, nor nearer than twenty (20) feet to either side property line, nor nearer than the easement on the rear of side property line of said lot. This does not apply to garage and servant's quarters attached to the main residence but any servant's quarters attached to the main residence must be in the rear or same. No outside toilets will be permitted.

(s) On single story dwellings, seventy-five (75) per cent of the exterior

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walls, up to a height of seven (7) feet above the foundation, excluding window and door openings, must be of Redwood or Cedar wood, or similar materials approved by the Architectural Control Committee.

(t) On multistory dwellings, the exterior walls of the lower floor and upper floor, excluding window and door openings, must be seventy five (75) per cent Redwood or Cedar wood, or similar materials approved by the Architectural Control Committee.

(u) Gable roofs shall be constructed with not less than 300# asphalt shingles. Built up roofs shall be constructed of materials suitable for that design.

(v) No outbuildings shall exceed in height the dwelling to which they are appurtenant, without the written consent of the Architectural Control Committee. Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant.

(w) The right is reserved by the Architectural Control Committee to change the set back restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community.

(x) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence to improve, and then such material shall be placed within the property lines of the lot or parcel of land upon which improvements are to be erected, and shall not be placed in the street or between the pavement and the property line.

(y) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(z) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any lot.

(aa) The Architectural Control Committee has the right to inspect all houses under construction to establish conformance to plans and specifications as approved.

The record owners hereby designate and appoint George W. Cobb, Violeta E. Cobb, and J. Edward Martin as Architectural Control Committee, which Committee and its successors are hereby vested with the full right and authority to act as such under the provisions of these restrictions. The majority of such committee shall have the right to designate a representative with like authority. Any vacancy on the Committee may be filled by appointment of the remaining member or members. In the event said Committee or its designated representative fails to approve or disapprove any design or location within thirty (30) days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and the covenants contained in these restrictions shall be deemed to have been fully complied with. The time of said thirty (30) day period shall begin from the date when said plans and specifications and plot plan shall be delivered to the Architectural Control Committee by mailing same to George W. Cobb, Rosharon, Texas, 77583. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. The duties and powers of such committee, and its designated representatives shall cease on and after fifteen (15) years from date. Thereafter, the approval prescribed in this covenant shall not be required, unless, prior to said date a written instrument shall be executed by a majority of the record lot owners (provided, however, each lot shall have only one vote irrespective of the number of record owners) and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the said Committee.

**DURATION OF RESTRICTIONS.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**RIGHT TO ENFORCE.** The restrictions herein set forth shall be binding upon the record owners, their heirs, successors and assigns and all parties claiming by, through or under them, and all subsequent property owners, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions, provided, however, that no such owner shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgment or court order will be in no wise affecting any of the other provisions which shall remain in full force and effect. The record owners, their heirs, successors, and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach or to enforce the observance or performance of same shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

**ANNUAL MAINTENANCE FUND.**

(a) Beginning on a date to be established by the hereinafter designated Maintenance Committee the property described in the deed attached hereto shall be subject to an annual maintenance charge of 50 cents per lineal foot on road frontage (provided, on corner lots the charges shall be calculated only on the shortest road) or \$75.00 per lot, whichever is the smaller, for the purpose of creating a fund known as the Maintenance Fund, to be paid by the then owners of each lot in conjunction with the like charges to be paid by the owners of the other lots with same restrictions. This maintenance charge shall be secured by Vendor's Lien upon said property and is to be paid annually on the first day of February of each year to the Maintenance Committee with 6% interest on any delinquent payments and such charges may be adjusted by said Committee from year to year as the need of the property may, in its judgment require, but shall in no event set a greater amount than \$75.00 per year per lot. The Maintenance Fund Account Book shall be available for inspection of property owners at any time.

(b) The Maintenance Committee shall consist of George W. Cobb, and wife, Violeta E. Cobb, and one other lot owner appointed by them. The committee members shall be designated as holding positions number one, two and three. This committee shall serve for a period of five (5) years; thereafter one member shall be replaced at the beginning of each two (2) year period by a majority vote of the then record owners of a majority of the lots, (provided, however, each lot shall only have one vote irrespective of the number of record owners). Positions are to be filled in numerical order. Such election shall be conducted by the said committee. In case of death, or resignation, vacancies shall be filled by a majority vote of the remaining members.

(c) The maintenance charge provided herein shall not be effective and cannot be levied or collected by the Maintenance Committee until such time as an all weather surfaced roadway has been constructed abutting the boundary line of the property described in the deed attached hereto. Property owners of record shall be notified by letter when charges are initiated.

(d) The funds so collected through said annual maintenance charge shall be administered by said above mentioned Maintenance Committee and the decisions

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of said Committee shall be final so long as same are made in good faith. So far as they may be sufficient, said funds shall be applied toward the payment of the maintenance of streets, paths, parks, parkways, and esplanades and in addition, for the providing of fire protection, police or night watchman services, street lighting, fogging, garbage and rubbish pick-up; provided, however, that the above are suggested services only and the decision of said Maintenance Committee shall be final as to which of said services may be rendered, if any, with the Committee in turn to be governed by the availability of funds and by their own decisions as to what is most necessary or desirable to be of the greatest general benefit to the owners or occupants of property covered hereby.

(e) These annual maintenance charges shall continue for a period of fifteen (15) years from date of filing hereof, and then shall continue for successive five (5) year periods, until a majority of the record owners shall file an instrument with the County Clerk of Brazoria County agreeing to the abandonment of such charges (provided, however, each lot shall only have one vote irrespective of the number of record owners).

CIVIC CLUB.

(1) All property owners of record with these restrictions shall become members of the Civic Club. Civic Club shall be operated as a nonprofit civic club to promote the improvement of the area.

(2) All members of the Maintenance Committee shall be elected or selected from the membership of the Civic Club.

EASEMENTS. It is agreed that all sales and conveyances of lots and the dedication of streets shall be subject to any easements over, under, along and across such portions of each lot, as may be reserved in each deed as appropriate or necessary for the purposes of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities to remove any or all obstructions on said easement or right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the addition and the property owners thereof and are hereby reserved and created in favor of any and all utility companies unto and upon said property for the purpose aforesaid.

There is also reserved and dedicated herewith for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all utility easements that may be reserved in each deed.

This instrument of dedication relates to and affects the above described property and any property sold or conveyed with these restrictions contained or mentioned therein.

CLEARING OF TREES. Approval shall be obtained from the Architectural Control Committee to cut down, clear, or kill any trees of greater than four inches in diameter on any tract. The diameter of the tree shall be determined at a point on the trunk one foot above the ground.

COMMUNITY USE. Any other provisions hereof notwithstanding, common recreational facilities or areas dedicated by George W. Cobb and wife Violeta E. Cobb for the use of property owners who have purchased property with these restrictions, shall be maintained with maintenance funds collected by the Maintenance Committee. Maintenance of these facilities or areas by the Maintenance Committee shall begin at the time determined by the Maintenance Committee and the decision of said Committee shall be final.

MINIMUM LOT SIZE FOR HOMESITE: Homesites shall not be subdivided into less than one (1) acre homesites and not less than 100 foot road frontage. Each homesite shall be subject to restrictions contained herein.

MINIMUM LOT SIZE FOR LIVESTOCK: Livestock shall not be kept on homesites of less than three (3) acres.

HOME CONSTRUCTION: Before construction begins, foundations of all residential units shall be raised to a level above the 100 year flood plain as determined by the Brazoria County Texas Engineer.

The invalidity or illegality of anyone or more of the above and foregoing covenants and restrictions shall not affect the validity and enforceability of the remaining covenants and restrictions but the same shall remain of full force and effect.

~~There is reserved for the use and benefit of all lot owners in the~~  
~~conveyance of these lots a 100 foot wide easement from the~~  
~~back of the lots to the center line of the road. The easement shall~~  
~~be used for drainage purposes and for recreation purposes.~~

~~All spoil banks above the natural ground level are reserved by~~  
~~the grantor for the use and benefit of the grantee.~~

All conveyances including this conveyance shall be subject to the following reservations, rights of way, easements, and restrictions as follows:

1. Terms, conditions and stipulations contained in leases from South Texas Development Company to J. J. Trichelle, et al, dated June 7, 1932, recorded in Volume 235 on Page 307; and to Bunte Oil and Gas Company dated May 26, 1937, and recorded in Volume 289 on Page 535 of the Deed Records, Brazoria County, Texas, and any others appearing of record affecting said property.

2. All mineral interest, the royalties, bonuses, rentals, and all other rights described in Deed from South Texas Development Company to G. C. Joyner dated October 27, 1958, recorded in Volume 728, Page 173, Deed Records, Brazoria County, Texas, reference to which instrument is here made for all purposes.

~~3. All public utility easements and rights of way appearing~~  
~~in the deed records affecting the property here conveyed.~~

4. Undefined 40 foot easement form R. Dyrel Kirk to Brazoria County Drainage District #5 dated March 14, 1962, recorded in Volume 880, Page 67, Deed Records, Brazoria County, Texas.

5. There is also reserved and dedicated herewith for the use of all public utility companies an unobstructed aerial easement five feet wide from a plane twenty feet above the ground upward, located and adjacent to and on both sides of all utility easements that may be reserved for such use.

FILED FOR RECORD  
AT 3:13 O'CLOCK P. M.

JUL 8 1976

H. R. STEVENS, JR.  
CLERK COUNTY CLERK, BRAZORIA CO., TEXAS  
BY D. Riggs DEPUTY