

16416

DEED
VOL 1772 PAGE 590

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PLANTER'S POINT

SECTION II & SECTION III

THIS DECLARATION, made on the date hereinafter set forth by BRAZCO DEVELOPMENT, INC., a Texas corporation, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is owner of certain property in Brazoria County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" attached hereto 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 run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner, thereof.

Lot 31 is specifically excluded from this Declaration of Covenants, Conditions and Restrictions, and may be used by Declarant for any purpose, commercial or otherwise.

ARTICLE I.

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to one or more lot(s) which are a part of the Property, including contract sellers.

Section 2. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto. "Properties" shall refer to one or more lots located within the Property. The Property is hereinafter sometimes called Planter's Point or the "Subdivision".

Section 3. "Lot" shall mean and refer to a part of the Property originally conveyed by Declarant to an owner and the resubdivision of such lot into smaller lots containing at least one and one-half (1.5) acre.

Section 4. "Declarant" shall mean and refer to Brazco Development, Inc., its successors and assigns.

ARTICLE II.

ARCHITECTURAL CONTROL AND PROTECTIVE COVENANTS

No building, outbuilding, fence or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made, nor shall any mobile home be moved onto any of the properties, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, and with regard

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office. I hereby certify on 6-14-93



DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY [Signature] DEPUTY
D. KLINGSPORN

to mobile homes until the manufacturer's certificate showing the size and date of manufacture shall have been submitted to and approved in writing as to compliance with these protective covenants, harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. If approved, the Architectural Control Committee shall issue a permit to the owner giving permission to commence construction, or move a mobile home onto a lot. Such permit will show the location of the residence or mobile home as it is to be situated on the lot. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which Committee shall serve at the pleasure of the Declarant. The initial Committee will consist of Beth Reed, Bryan B. Steves and Dwight Goains, and the address for said Committee will be 500 North Chenango, Suite 212, Angleton, Texas 77515.

After the Declarant, its successors or assigns, have conveyed all lots in the subdivision, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Architectural Control Committee, or to withdraw from it or restore to it any of its powers and duties. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and full compliance with this Article shall be deemed to have been had.

The Properties (and each Lot situated therein) shall be occupied and used as follows:

Section 1.

(1) Residential Purposes Only: Each lot and/or re-subdivided lot shall be used exclusively as a residence for a single-family and for no other purpose. This restriction shall be held and construed to exclude all commercial business, industrial and professional uses, whether from homes, residences or otherwise, provided, however, this shall not prevent the grazing of horses and/or cows in compliance with Article II, Section 5, below. No residence may be occupied prior to exterior completion as approved by the Architectural Control Committee. Except as provided in Section 1 (2) below, all structures must be erected on the premises and be built of new material. No structure of any kind may be moved onto the property. No corrugated sheet metal, fiberglass or cinder block shall be used as a building material on any building or structure. No building materials other than the following shall be used in the construction of a residence: wood, brick, stone, aluminum siding, vinyl or other materials acceptable to the Architectural Control Committee. No single story residence constructed on any Lot shall contain less than 1200 square feet of living area, exclusive of porches, breezeways, patios and garages. No two-story residence constructed on any lot shall contain less than 1000 square feet of ground floor living area, exclusive of porches, breezeways, patios, and garages. The minimum top slab elevation for any residence shall be 12 inches above the natural ground elevation of the lot, or the minimum slab elevation required for a building permit issued by the Brazoria County Engineer's Office, in compliance with the Federal Flood Insurance regulations, whichever elevation is higher. Any construction, once commenced, must be completed within twelve (12) months. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

CERTIFIED COPY CERTIFICATE STATE OF TEXAS COUNTY OF BRAZORIA

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DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY *[Signature]* DEPUTY
D. KLINGSPORN

* MOBILE HOMES
NOT ALLOWED

(2) Mobile Homes: It shall not be permissible to move a mobile home onto a lot unless the following requirements are or have been strictly complied with:

(a) The mobile home shall not be less than 14 feet in width and shall not be less than 65 feet in length.

(b) The mobile home shall not be more than five (5) years old from date of manufacture to date of placement on the lot as evidenced by the manufacturer's certificate of origin, and/or must have the approval of the Architectural Control Committee.

(c) The mobile home must be placed parallel to the roadway on which the lot faces, no less than 40 feet from the road right-of-way. It shall be placed on reinforced concrete runners poured to a depth of at least four (4) inches, a width of at least eighteen (18) inches and in length equal to the mobile home.

(d) Within thirty (30) days placement, and in any event prior to occupancy, the mobile home must be tied down and secured against windstorm in accordance with the requirements of the State of Texas and any other governmental authority having jurisdiction of such matters; and further, the wheels and tow-bar must be removed and the mobile home must be skirted on all sides with a skirting material of a type and quality approved by the Architectural Control Committee.

(e) Prior to occupancy, the water well and septic system as hereinafter required, must be operational and approved by the proper governmental authority having jurisdiction of such matters.

(f) A storage building must be constructed before occupancy of any mobile home. This building must be a minimum size of 4 feet by 6 feet and must be constructed of new materials or be a new pre-fabricated building and must be located to the side or rear of the mobile home.

Section 2. Signs: No sign of any kind shall be displayed to the public view on or from any part of the properties, without the prior written consent of the Board, except signs not larger than 24 inches by 36 inches temporarily used by Declarant or any Owner in the development, for the sale or leasing of lots.

Section 3. Except as specified above for mobile homes, no building of any kind shall be located on any lot except in accordance with the following building line restrictions:

(1) No building shall be located nearer than 40 feet from the road right-of-way line on which the lot adjoins, and on corner lots this restriction shall apply to all sides of the property that adjoins a road right-of-way.

(2) No building shall be located on any lot nearer than 15 feet to any side lot line or nearer than 20 feet to any rear lot line.

Section 4. Nuisances: Nothing shall be done in any part of the Properties nor shall any noxious or offensive activity be carried on, which is an unreasonable annoyance or nuisance to the other Owners.

DELETED - SEE PAGE 10 & 11

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

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DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY *[Signature]* DEPUTY
D. KLINGSPORN

Section 5. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except as follows:

(a) Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and provided they are not allowed to roam loose in the subdivision and do not become an annoyance or nuisance to the neighborhood.

(b) One (1) horse per two (2) acres and/or one (1) cow per three (3) acres will be permitted provided such animals must be stabled to the rear of the residence, and provided the same do not become an annoyance or nuisance to the neighborhood.

(c) With prior approval of the Architectural Control Committee, on lots of two (2) acres or more, other livestock, excluding swine, may be kept provided they are being raised pursuant to and as a part of a 4-H or FFA youth project, provided said project does not last more than one (1) year, and are not otherwise being kept for commercial purposes, and provided they do not become an annoyance or nuisance to the neighborhood. All such livestock must be stabled to the rear of the residence.

(d) All animals must be kept under fence at all times.

(e) River Tracts A, B, C and D are excepted from all animal restrictions, except no swine shall be raised, bred or kept.

DELETED
PAGE 13 #2

Section 6. Recreational easement: A recreational easement along Lots 5 through 30 and Lots 65 through 79 is reserved as shown on the recorded plat. The owners of Lots 5 through 30 and Lots 65 through 79, only, shall be entitled to use the recreational easements adjoining their lots. No fencing or obstructions of any kind shall be allowed within the recreational easements with the exception that one (1) pier per lot, extending no more than five (5) feet beyond the water's edge, shall be allowed to be constructed on these lots. The use of gasoline powered outboard motors or motorized vehicles of any kind within these recreational easements is strictly prohibited.

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PAGE 13 #4

Section 7. Waste: No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers, no larger than 55 gallons.

Section 8. Completion of Development: The completion of the work of developing all lots included within the Properties and the sale, rental or other disposal of lots is essential to the establishment and welfare of the properties as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from:

(a) Going on any part or parts of the Property owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

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BRAZORIA COUNTY, TEXAS
BY *[Signature]* DEPUTY
D. KLINGSPORN

(b) Constructing and maintaining on any part or parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work.

(c) Conducting on any part or parts of the property owned by or controlled by Declarant or Declarant's transferees or their representatives, the business or completing such work of establishing the subdivision as a residential community, and marketing of lots by sale, lease or otherwise; or

(d) Maintaining such sign or signs on any of the property owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

Section 9. Storing of Materials: No building material of any kind or character shall be placed or stored upon any lot or tract until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the street or between the street and the property line.

Section 10. Trailers, Etc.: No trailer or trailer built as a modular home, mobile home, basement, tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any lot or tract at any time to be used as a temporary or permanent residence nor shall any residence of a temporary character be permitted; with the exception of a mobile home moved onto the lot in conformity with Section 1, paragraph (2).

Section 11. Materials and Refuse on Adjoining Lots: No stumps, trees, underbrush, or any refuse of any kind nor scrap material from the improvements being erected on any lot or tract shall be placed on any adjoining lots, street, or easements. All such material, if not disposed of immediately, must remain on property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from property.

Section 12. Prohibition on Sale of Liquor, Use of Firearms or Hunting, Etc.: No liquor, beer, spirits, wine, malts, or medicated bitters capable of producing intoxication shall be sold or offered for sale on any lot or tract or any part thereof, nor shall premises or any part thereof be used for illegal or immoral purposes. No noxious or offensive activity of any character shall be carried on or permitted on any lot or tract nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. Use of firearms and hunting on any part of the Property is prohibited, with the exception of River Tracts A, B, C and D, where legal hunting will be permitted.

Section 13. Resubdivision of Lots: No lots shall be resubdivided in any fashion that would result in a building site of less than 1.5 acres. River Tracts A, B, C and D cannot be resubdivided in any manner that would result in a resubdivision in violation of any government regulations or rules that apply to the subdivision.

Section 14. Easements for the installation and maintenance of road, utilities and drainage facilities are reserved as shown on the recorded plat. Neither the developer, nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns,

AMENDED
SEE PAGE
10 & 11

DELETED
PAGE 13 # 3

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STATE OF TEXAS
COUNTY OF BRAZORIA

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DOLLY-BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY *[Signature]* DEPUTY
D. KLINGSPORN

DEED

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agents, employees or servants, to shrubbery, trees, flowers, or to other property of the owner situated within any such easement. The right of use for ingress and egress shall be had at all times over any easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

Section 15. Before construction is begun on any lot, a driveway must be constructed from the road to the property in order that trucks or other vehicles will not rut or damage the ditch parallel to the road in front of said lot. No driveway may be constructed across the road ditch along any lot unless a sufficient opening is left under such driveway to permit proper drainage. The drain tile must be installed in such a manner that the inside bottom of the tile conforms with the grade of the bottom of the ditch, and is of the size and type recommended by the particular governmental authority having jurisdiction over such matters.

ARTICLE III.

WATER WELLS AND SEPTIC SYSTEMS

All water well, septic systems and underground sewage systems shall be constructed in accordance with the requirements, standards and recommendations of the Brazoria County Health Department, State Health Department of the State of Texas, and any other governmental authority having jurisdiction of such matters, whether same be city, county, state or other governmental authority. No septic drain field shall be constructed that will allow the discharge or drainage of any matter into adjoining lots, roads, streets, ditches, water-ways, lakes or drainage easements existing now or in the future.

ARTICLE IV.

OBJECTIONABLE, DETRIMENTAL or UNATTRACTIVE CONDITIONS

Section 1. Owners, their heirs and assigns, are bound and obligated through the purchase of said property, to maintain the same at their own cost and expense in a neat and presentable manner and are obligated to keep the grass, vegetation and weeds on said lot cut as often as may be necessary to keep things in a neat and attractive condition. In the event that Owners should, in the opinion of the Architectural Control Committee fail to maintain said property in a neat and attractive manner, Architectural Control Committee will notify Owners in writing of any objectionable, detrimental or unattractive conditions existing on said property and request Owners, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon said property within thirty (30) days after receipt of written notice from Architectural Control Committee specifying such objectionable or detrimental condition then, in such event, Architectural Control Committee is authorized to eliminate such conditions and charge the cost of same to such property owner, and any such expense incurred by Architectural Control Committee in such event shall be added to, be a portion of, and secured in the same manner as the Vendor's Lien and Deed of Trust Lien securing the payment of the promissory note given in consideration for the property; or if there is none, secured by a vendor's lien herein retained and acknowledged. In the exercise of the aforementioned power to eliminate any objectionable, detrimental or unattractive conditions should a property owner fail to do so, after being duly notified, the Architectural Control Committee shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

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STATE OF TEXAS
COUNTY OF BRAZORIA

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16-PL-93
DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY *[Signature]* DEPUTY
D. KINGSPORN

Section 2. Subordination of the Lien to Mortgages: The Assessment lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien securing payment thereof.

Section 3. Effects of Foreclosure: Each holder of a first mortgage lien on a Lot who comes into possession of the Lot by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot.

ARTICLE V.

GENERAL PROVISIONS

Section 1. Enforcement: The Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than the lot owners representing ninety (90%) percent of the votes and thereafter by an instrument signed by the lot owners representing not less than seventy-five (75%) percent of the votes. Voting shall be on the basis of one (1) vote per lot. Any amendment must be recorded to be effective.

Section 4. Notices: Any notice required to be given to any owner under the provisions of this Declaration shall, unless otherwise herein expressly provided, be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to an owner at his last known address as such appears on the records of the Declarant at the time of such mailing.

IN WITNESS WHEREOF, Brazco Development, Inc., being the Declarant herein, has caused this instrument to be executed this 8th day of May 1984.

BRAZCO DEVELOPMENT, INC.

BY: Bryan B. Starnes

Vice President

DECLARANT

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office. I hereby certify on 6-14-93



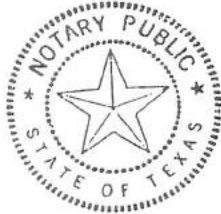
DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY D. Kinghorn DEPUTY
D. KINGSPORN

DEED

VOL 1772 PAGE 597

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on
May 8th 1984, by Bryan B. Steves, Vice
President of Brazco Development, Inc., a Texas corporation, for an
on behalf of said corporation.



Nancy J. Barnett
Notary Public, State of Texas
Comm. Expires 10-24-84

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

The above and foregoing is a full, true and correct
photographic copy of the original record, now in my lawful
custody and possession, as the same is filed/recorded in
the public records of my office. I hereby certify on 6-14-93



DOLLY BAKEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY [Signature] DEPUTY
D. KLINGSPORN

EXHIBIT "A"

Lots 1 through 30, Lots 32 through 79, and River Tracts A, B, C and D, Planter's Point Subdivision, Section II, a subdivision of 362.099 acres of land out of the Brazco Development, Inc. 502.845 acre tract being in the George Robinson League, Abstract 126, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 17, Pages 103 to 108 of the Plat Records of Brazoria County, Texas.

FILED FOR RECORD
MAY 9 4 38 PM '84

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office. I hereby certify on 6-11-93



DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY *D. Klingensporn* DEPUTY
D. KLINGSPORN

17276

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTER'S POINT SUBDIVISION
SECTION II

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

The undersigned, being the owners of Lots 1 through 30, Lots 32 through 79, and River Tracts A, B, C and D, Planter's Point Subdivision, Section II, a subdivision of 362.099 acres of land out of the Brazco Development, Inc., 502.845 acre tract being in the George Robinson League, Abstract 126, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 17, Pages 103 to 108 of the Plat Records of Brazoria County, Texas, do hereby amend, ratify and confirm said declaration of restrictive covenants of record in Volume 1772, at Page 590 of the Deed Records of Brazoria County, Texas, and agree that their purchase of property out of said Planter's Point Subdivision, Section II, is subject to the following amendments:

Article II, Section 1. (2)(a),(b),(c),(d),(e) and (f) regarding Mobile Homes, is deleted.

Article II, ~~Section 10~~ regarding Trailers, is amended to read as follows:

~~Section 10. Trailers, Etc. No trailer or trailer built as a modular home, mobile home, basement, tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any lot or tract at any time to be used as a temporary or permanent residence nor shall any residence of a temporary character be permitted.~~

Except as herein amended, the Declaration of Covenants, Conditions and Restrictions for Planter's Point Subdivision, Section II, is ratified and confirmed.

Signature

Lot(s)

Executed this date:

BRAZCO DEVELOPMENT, INC.
(Manager of Planter's
Point Joint Venture)

Unsold
Balance

APRIL 24, 1985

BY: Bryan B. Steves
Bryan B. Steves,
Vice President

ACCEPTED BY:

Rose L. Brugier
Rose L. Brugier

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on 4-25-85, by
Rose L. Brugier.

Cherie Matt
Notary Public, State of Texas

My Commission expires: 4-23-88

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

The above and foregoing is a full, true and correct
photographic copy of the original record now in my lawful
custody and possession, as the same is filed/recorded in
the public records of my
office. I hereby certify on 6-14-83



DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY D. Klumborn DEPUTY
D. KLUMBORN

FILED FOR RECORD

MAY 23 1 25 PM '85

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

17278

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTER'S POINT SUBDIVISION
SECTION II

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

The undersigned, being the owners of Lots 1 through 30, Lots 32 through 79, and River Tracts A, B, C, and D, Planter's Point Subdivision, Section II, a subdivision of 362.099 acres of land out of the Brazco Development, Inc., 502.845 acre tract being in the George Robinson League, Abstract 126, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 17, Pages 103 to 108 of the Plat Records of Brazoria County, Texas, do hereby amend, ratify and confirm said declaration of restrictive covenants of record in Volume 1772, at Page 590 of the Deed Records of Brazoria County, Texas, and agree that their purchase of property out of said Planter's Point Subdivision, Section II, is subject to the following amendments:

Article II, Section 1. (2)(a),(b),(c),(d),(e), and (f) regarding Mobile Homes, is deleted.

Article II, Section 10. regarding Trailers, is amended to read as follows:

Section 10. Trailers, Etc.: No trailer or trailer built as a modular home, mobile home, basement, tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any lot or tract at any time to be used as a temporary or permanent residence nor shall any residence of a temporary character be permitted.

Except as herein amended, the Declaration of Covenants, Conditions and Restrictions for Planter's Point Subdivision, Section II, is ratified and confirmed.

Signature

Lot(s)

Executed this date:

BRAZCO DEVELOPMENT, INC.
(Manager of Planter's
Point Joint Venture)

Unsold
Balance

22nd May 1985

BY: Bryan B. Steves
Bryan B. Steves,
Vice President

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office. I hereby certify on 6-14-93



DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY: D. Klingesborn DEPUTY
D. KLINGESBORN

26486

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLANTER'S POINT SUBDIVISION,
SECTION II**

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

The undersigned, being the owners of at least ninety percent (90%) of the lots in Planter's Point Subdivision, Section II, a subdivision of 362.099 acres of land out of the Brazco Development, Inc. 502.845 acre tract being in the George Robinson League, Abstract 126, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 17, pages 161-170 of the Plat Records of Brazoria County, Texas, do hereby amend, ratify and confirm said Declaration of restrictive covenants of record in Volume 1772, at page 590 of the Deed Records of Brazoria County, Texas as amended in Volume 138, pages 56, 57 and 61 of the Official Records of Brazoria County, Texas, and agree that the sale and purchase of property in said Planter's Point Subdivision, Section II is subject to the following amendments:

1. Exhibit "A" to the introductory paragraph of the Declaration of Covenants, Conditions and Restrictions for Planter's Point Subdivision, Section II is amended to delete two tracts conveyed to Brazoria County for park purposes, described as follows:

40.000 acres of land out of River Tract "A" - Lot No. 80 (39.246 acre tract) and out of River Tract "B" - Lot No. 81 (41.541 acre tract) out of Planter's Point Subdivision, Section No. 2, (Volume 17, pages 161-170, Plat Records, Brazoria County, Texas), being a portion of the original Brazco Development, Inc. 502.845 acre tract being in the George Robinson League, Abstract No. 126, Brazoria County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof;

35.408 acres of land being the westerly portion of River Tract "C" - Lot No. 82 (37.543 acre tract) and the westerly portion of River Tract "D" - Lot No. 83 (31.943 acre tract) of Planter's Point Subdivision, Section No. 2 (Volume 17, pages 161-170, Plat Records of Brazoria County, Texas) being in the George Robinson League, Abstract No. 126, Brazoria County, Texas, and being more particularly described by metes and bounds on Exhibit "B" attached hereto and made a part hereof.

The purpose of this amendment is to delete the two tracts conveyed to Brazoria County for park purposes from the covenants, conditions and restrictions affecting Planter's Point Subdivision, Section II.

**CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA**

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office. I hereby certify on 6-14-93



DOLLY BAILEY COUNTY CLERK
BRAZORIA COUNTY, TEXAS
BY D. KLINGSPORN DEPUTY
D. KLINGSPORN

2. Article II, Section 5 of the Declaration of Covenants, Conditions and Restrictions for Planter's Point Subdivision, Section II is amended to delete subsection (c).

The purpose of this amendment is to make River Tracts A, B, C and D subject to the same Restrictions regarding animals, livestock or poultry as the remainder of Planter's Point Subdivision, Section II.

3. Article II, Section 12 of the Declaration of Covenants, Conditions and Restrictions for Planter's Point Subdivision, Section II is amended by changing the last sentence to read as follows:

The use of firearms and hunting on any part of the property is prohibited.

The purpose of this amendment is to make River Tracts A, B, C and D subject to the same prohibitions against the use of firearms and hunting affecting the remainder of Planter's Point Subdivision, Section II.

4. Article II, Section 6 of the Declaration of Covenants, Conditions and Restrictions for Planter's Point Subdivision, Section II is amended to delete Section 6 in its entirety.

The purpose of this amendment is to cancel the recreational easements along Lots 5 through 30 and Lot 65 through 79 as reserved in the Declaration of Covenants, Conditions and Restrictions and as shown on the recorded plat.

5. The undersigned, by signing this amendment, approve and agree to the proposed replat of a portion of River Tracts A, B, C and D as Planter's Point Subdivision, Section III. The Declaration of Covenants, Conditions and Restrictions for Planter's Point Subdivision, Section II as herein amended shall apply with equal force and effect to Planter's Point Subdivision, Section III.

6. Except as herein amended the Declaration of Covenants, Conditions and Restrictions for Planter's Point Subdivision, Section II is ratified and confirmed.

Signature	Lot(s)	Executed this date:
BRAZCO DEVELOPMENT, INC.	1, 2, 3, 4 6, 7, 8	January 6, 1989
By: <u>Elmer R. Buck</u> Elmer R. Buck Vice President	10, 11, 12, 13, 14, 15, 16 18, 19, 20 25, 26, 27, 28, 29, 30, 31 (unsold balance) 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 46, 47, 48, 52, 53, 54, 55, 56, 57, 58 60, 61, 62, 63, 64, 65, 69, 70 74, 75, 76, 80, 81, 82, 83	

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office. I hereby certify on 6-14-93



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BRAZORIA COUNTY, TEXAS
BY D. KLINGSPORN DEPUTY