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LAND USE RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF BRAZORIA

The undersigned, being the owner of all of the tracts of land in Lost Road Ranch a subdivision in Brazoria County, Texas, does hereby place and impose upon such tracts the following restrictions:

1. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1st, 2007, at which time said covenants shall be automatically extended for successive periods of ten years; provided that at the time for any renewal a majority of the then owners of such tracts may amend, change or remove these covenants and restrictions in whole or in part by signing and filing for record an instrument evidencing such action. If the parties hereto, or any of them, or their heirs, successors and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, its successors or assigns, to enter and abate such violations without liability; and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against any person violating or attempting to violate such restrictions and either to prevent them from continuing such violation, or to cause such violation to be removed, or to recover damages.
2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust or other lien, acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to these restrictions.
3. If any one of these restrictions shall be held to be invalid or for any reason is not enforced, none of the others shall be affected or impaired thereby but shall remain in full force and effect.
4. All tracts shall be used exclusively for residential purposes. The term "residential purpose" as used herein shall be held and construed to exclude hospitals, clinics, duplexes, hotels, commercial and professional uses.
5. No residential building may be moved on to any tract on the property unless approved by Dedicator or his nominee. All structures will be built of new material. A written notice to be accompanied with house plans must be delivered to Dedicator 30 days prior to the start of construction and must be approved by Dedicator in writing. No residential structure shall be built on any tract unless its living area has a minimum of 1200 square feet of floor area, excluding open or screened in porches, carports, and garages.
6. Either frame or brick construction is permitted and all residences shall be placed or built upon a concrete slab, or concrete blocks.
7. No buildings shall be erected, placed, altered, or permitted to remain on any tract other than a single family residence and attached or separate garage or barn or stable.
8. Any house or structure must be completed according to approved plans and specifications within nine (9) months after the beginning of construction, or with such additional times as may be approved in writing by undersigned, their heirs, successors or assigns, or the said architectural control committee, and no partially completed house or other structure shall be permitted to remain on said property beyond such period of time.
9. For the purposes of this covenant, eaves, and open porches shall be considered as a part of a building.

No building or residence shall be located closer than 50 feet to the front property line and 30 feet to the side line. Improvements shall be erected or constructed within 30 feet of side property lines adjacent to streets except for fences. Every dwelling erected on any tract shall front on and present a good frontage appearance to the street. On corner tracts, dwelling must present a good frontage to both streets.

10. All areas for parking shall be of concrete or asphalt construction. Driveways may be of limestone or equivalent material. Any exception to this must be approved in writing by Dedicator.

11. The owner of a tract may occupy a mobile home with written permission obtained prior to the placement of mobile home on said tract with the following restrictions:

- A. Mobile home placement must have written approval of Dedicator prior to placement on property.
- B. All mobile homes shall contain at least 600 square feet of living area.
- C. All mobile homes shall be of good repair and attractive design and appearance, and built by a commercial manufacturer. No mobile home may be constructed or added to on the premises without written consent.
- D. All mobile homes shall meet the building, electrical, heating, health and safety requirements of the National Mobile Home Manufacturers Association.
- E. Prior to occupancy, mobile homes must be properly blocked with cement blocks of solid construction and anchored.
- F. Only one mobile home shall be placed or maintained on any single tract; however nothing herein shall prohibit double wides, expando mobile homes designed for connection on location, or additional rooms.
- G. All mobile homes shall be underskirted with acceptable materials and properly anchored, both box and frame, within 90 days after occupancy.
- H. Mobile homes must be placed at least 50 feet back from front property line and the location of same shall be at Dedicator discretion. When placed on a corner lot, mobile home must also be placed at least 30 feet from side road.
- I. All porches and steps must be approved by Dedicator.
- J. All out buildings must be approved by Dedicator.
- K. Runners must be provided for the Mobile home wheels, and be constructed of concrete.

12. All utilities, water lines, and drainage facilities supplying or serving a tract shall be located within the streets or easements as reserved.

13. No tract shall be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage or other waste shall not be kept except in sanitary containers. The owners or occupants of any tract 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 tract for storage of material, trucks, trailers, or equipment except for normal residential requirements, nor have any but vehicles that have current legal licenses or permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any tract in observing the above requirements, or any of them, the undersigned, their heirs, successors, or assigns may, without liability to the owner or occupant, in trespass or otherwise, enter upon said tract, cut or cause to be removed such weeds and grass, and remove or cause to be removed such garbage, trash, rubbish, material, trucks, trailers, equipment, etc., so as to place said tract in a neat, attractive, healthful, and sanitary condition, and may bill either the owner or occupant, as the case may be, for the cost of such work. The owner or occupant agrees to pay such statement immediately upon receipt thereof.

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14. There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than twenty (20) feet higher than the normal roof apex of the residence on such tract

15. Bridges or culverts constructed over property line ditches shall be constructed over concrete pipe of a size not less than Brazoria County requirement or such larger dimension as may be required to provide adequate drainage.

16. No building or structure shall be occupied or used until the exterior thereof is completely finished. No basement, tent, shack, garage, barn or other out building erected on any of said tracts shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

17. No outside privies or toilets shall be permitted on any tract. All toilets shall be inside the houses and shall be connected to a sewage disposal system or a septic tank prior to occupancy, all at the expense of the owner of the tract. Any septic tanks shall have field lines and shall be constructed and maintained in accordance with the requirements of the Health Departments of all governmental agencies having jurisdiction over this land.

18. No noxious or offensive, unlawful or immoral activity shall be carried on upon any tract, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.

19. No vicious or exotic animals which could cause harm to human beings shall be allowed; Pit Bull dogs are prohibited.

20. A small number of poultry, fowl may be kept; and horses and cattle may be kept; but limited to one (1) horse per acre; and in the case of cattle, limited to one (1) per two acres. Household pets may be kept, but no more than five (5) each of dogs and cats may be kept at any residence, except with written permission of Dedicator or his nominee.

21. No advertising or "For Sale" sign shall be erected on any tract without written approval of Dedicator by the undersigned, their heirs, successors, or assigns other than name and street number sign, except signs offering such tract for sale.

22. No removal of trees and no excavation of materials for other than landscaping or construction of buildings or driveways will be permitted without written permission of Dedicator or his nominee.

23. No further subdivision of a tract in subject subdivision may be made, except for the release of a portion on which to have a residence, unless such subdivision is in accordance with the Subdivision Ordinance of Brazoria County, Texas.

DONE AND EXECUTED at Alvin, Texas, this 11th day of February 1988 A.D.

ATTEST:

Alvin Leasing, Inc.

By: [Signature]

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NOTE: Effective January 1, 1988, the State of Texas will require that wells be installed no closer than 150 feet to a septic system, whether the septic system be on one's own property, or that of a neighbor. It is suggested, to keep problems of distance arising, that all wells be placed in the left-hand corner of each tract as you face the property from the road, as close to the front of the property as possible.

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

BEFORE ME, the undersigned Authority, a Notary Public in and for said County and State, on this day personally appeared President of Alvin Leasing, 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 the same for the purpose and consideration therein expressed as the act and the deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of February, 1988.

Uma Sandoval
Notary Public in and for Brazoria County
State of Texas

03-03-91
My Commission Expires:

FILED FOR RECORD

APR 22 10 53 AM '88

Dolly Bailey

COUNTY CLERK
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped hereon by me.



Dolly Bailey
County Clerk of Brazoria Co., TX