

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANDERSON PLACE SUBDIVISION: ANGELTON, TX

THIS DECLARATION is made on the date hereinafter set forth by Bobby A. Weaver, Owner/Developer ("Declarant") of Anderson Place Subdivision (Lot 1, 3-11, 13-18) for a total of 16 lots.

ARTICLE I DECLARATION

WHEREAS, Declarant is the owner of that certain tract of land known as Anderson Place Subdivision, recorded in County Clerk's Document no. 2020008010 of the Official Records of Brazoria County, Texas.

NOW, THEREFORE, the Declarant hereby declares that the Lots in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property and be binding on all parties having any right, title or interest in the Subdivision, the Lots or any part thereof, and shall inure to the benefit of each Owner thereof. This Subdivision is subject to the comprehensive zoning ordinances of the City of Angleton.

ARTICLE II DEFINITION

- 2.1 "The Subdivision" means the real property described in the Final Plat as Anderson Place Subdivision.
- 2.2 "Plat" means the plat of the Subdivision which is recorded in the Official Records of Brazoria County, Texas, as well as any amended plat or replat which includes any part of the Subdivision.
- 2.3 "Lot" means any of the Lots in the Subdivision, except lot 2 & 12.
- 2.4 "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any lot, except it does not mean Declarant.
- 2.5 "Residence" means a single family residence as defined herein.

ARTICLE III RESTRICTIONS

- 3.1 Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling. All Residences and other improvements (except fences, where permitted) shall be constructed within the building setback lines as shown on the Plat.
- 3.2 Minimum Square Footage Within Improvements. The living area of the main residential structure of each Residence shall not be less than 1400 square feet and adequately house a minimum of two automobiles.
- 3.3 Garages and Driveways. Each residence shall have a driveway and an attached or detached garage which shall contain at least 400 square feet and adequately house a minimum of two automobiles.
- 3.4 Exterior Required. The exterior walls of any Residence shall consist of brick, brick veneer, stone veneer, concrete, stucco, hardy plank, or any other type of masonry.
- 3.5 Prohibition of Trade and Offensive Activities Each Lot shall be used only for single family residential purposes for the Owner and the Owners' family. No other activity of any sort shall be permitted nor shall anything be done on any Lot which may be or shall become and annoyance or a nuisance to the neighborhood. Owners and other occupants in the Subdivision shall also comply with all applicable laws, statutes, ordinances, regulations and rules of governmental bodies.
- 3.6 Use of Temporary Structures. No structure of a temporary character, mobile home, manufactured housing unit, camper, trailer, tent, shack, garage, barn or other outbuilding shall be used for residential purposes in the Subdivision. Portable buildings may be used for accessory or storage

purposes, but shall be limited to the height and floor area restrictions, if any, set out in the ordinances and regulations of the City of Angleton.

- 3.7 Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailer of any type, boat, inoperative automobile, camper or recreational vehicle of any kind shall be or stored in public view in the Subdivision for a period of greater than 48 hours or more than 4 days in a single month.
- 3.8 Mineral Operation. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall any wells, tanks, tunnels, mineral excavation or shafts be permitted upon or under any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or stored on any Lot.
- 3.9 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two of each type animal is kept.
- 3.10 Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two and six feet above the surface of the streets within the triangular area formed by the curb lines of the streets or driveways involved and a line running from curb line to curb line at points twenty-five feet from the junction of the street or driveway curb lines shall be placed, planted or permitted to remain on any corner Lot.
- 3.11 Lot Maintenance. The Owner of a Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation or burning of garbage, trash or rubbish of any kind is prohibited.
- 3.12 Visual Screening on Lots. The drying of clothes in public view is prohibited. Similarly, all yard equipment, woodpiles and other items of personal property shall be stored out of the public view.
- 3.13 Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except two signs for each building site, of not more than ten square feet, advertising the property for sale or lease. Signs supporting neighborhood children and teens involved in school activities (sports, band, choir, etc.) shall be allowed as long as the signs are not larger than 3 square feet.
- 3.14 Roofing Material. The roof of any Residence (including any garage) shall be constructed or covered with asphalt or composition type shingles, roofing tiles or metal.
- 3.15 Antennae and Satellite Dishes. No electronic antenna or device of any type other than an antenna or small satellite dish for receiving television or radio signals shall be erected, constructed, placed or permitted to remain on any Lot or Residence. Antennae and satellite dishes must be attached to the Residence and located to the rear of the roof ridge line, gable or center line of the Residence and out of view from the adjoining street(s). No antenna or satellite dish shall extend above the roof of the Residence.
- 3.16 City of Angleton. All activities in the Subdivision are subject to the ordinance, rules and regulations of the City of Angleton. In the event of a conflict between this Declaration and the ordinances, rules or regulations of the City of Angleton, the latter shall control.
- 3.17 Parking on Grass. No vehicle of any kind (e.g. car, truck, golf card, four wheeler, motorcycle, scooter, etc.) shall be parked in public view on the grassy part of any Lot except for contractor vehicles involved in active construction on the Lot.

ARTICLE IV GENERAL PROVISIONS

- 4.1 Enforcement. Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.
- 4.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

- 4.3 Amendment. This Declaration shall run with and bind the Subdivision for a term of ten years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten years. So long as Declarant owns any of the Lots, this Declaration may be amended by an instrument signed by those Owners owning at least one-half of the Lots. After Declarant has conveyed all of the Lots, this Declaration may be amended by an instrument signed by those Owners owning not less than two-thirds of the Lots.
- 4.4 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.
- 4.5 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Executed this the _____.

Declarant:

Bobby A. Weaver, Owner/Developer

STATE OF TEXAS §
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 COUNTY OF BRAZORIA §

SWORN AND SUBSCRIBED BEFORE ME, by Bobby A. Weaver, Owner/Developer this ____day of _____,2024.

 Notary Public in and for the State of Texas