



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
TEMPORARY AGRICULTURAL EASEMENT FOR CANNON'S PEAR ORCHARD  
A SUBDIVISION IN BONNEY, BRAZORIA COUNTY, TEXAS - PLAT NO. 2014041086

This Declaration, is made on the date hereinafter set forth by Stephen Coleman and wife Mary Coleman, hereinafter referred to as "Developer."

WHEREAS, Developer is the owner of that certain tract of land known as "CANNON'S PEAR ORCHARD" being a Subdivision of 65.13 acres more or less, located within the city limits of the Village of Bonney, Texas according to the plat of said CANNON'S PEAR ORCHARD, (hereinafter the "Subdivision") recorded on September 23, 2014 in the office of the County Clerk of Brazoria County, Texas in the plat records at **Plat Number 2014041086** (hereinafter the "Plat"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against all property within the Subdivision in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision known as CANNON'S PEAR ORCHARD and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof, except that unless otherwise expressly stated herein, no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat.

RESTRICTIONS:

1. Residential Construction. Homes constructed within the Subdivision will be restricted to construction and maintenance, out of new materials, of single family detached residences with permanent foundations. The heated area will be (i) a minimum of 1800 square feet for a single story structure, and (ii) a minimum of 2500 square feet for a one and one half or two story structure, each for use by a single family only, and such other outbuildings as are usually and customarily incidental to residential use. Exteriors will be made of finished and painted wood, brick or masonry material. Any residence built on the Property will be set back at least 150 feet (the "Front Setback") from the right of way of any County or City road and 25 feet (the "Side Setback") from side or rear property lines, and no outbuilding or other structure including animal pens, except fences and a single well house, will be situated nearer to the rights of way than the front of the residence nor nearer to any property line than the Side Setback. Fences along the perimeter of any lot will be constructed with either five strand smooth or barbed wire or constructed of woven wire field fencing either with or without one or more smooth or barbed wire strands along the top of the field fencing. Fencing will be the responsibility of the landowner (excluding the Developer), including fencing necessary to exclude livestock from entering the fenced property. Privacy type fences of wood, masonry or chain

link material must comply with all setbacks and must be constructed within fifty feet of the primary residence and may not be extend beyond the front of the residence. Construction of residences will be limited to one residence per five acres.

2. Any Barndominium will be set back at least 300 feet from the right of way of any County or City road. A Barndominium will be of new construction with painted or colored metal siding. The square footage of the enclosed portion of a Barndominium will enclose a minimum of 1,800 square feet. The living area of a Barndominium must be completely contained within the structure and may not be added to an existing structure as a lean-to or other addition to a barn type structure. Any porches or other additions to the Barndominium will be of a similar material and coordinated in design and color with the primary structure. All other requirements, including but not limited to requirements for Residential Construction will apply to a Barndominium.

3. No discharge of firearms will be permitted within the Subdivision. This provision will in no way restrict the legal possession or carrying of firearms within the Subdivision. The emergency use of a firearm for the legal protection of life or property will not be a violation of this provision.

4. The owner will not permit any nuisance to exist within the Subdivision so as to be detrimental to any other property or to its owners. Property will not be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage and other such waste will not be kept, except in sanitary containers. No garbage, trash or rubbish shall be burned within the property. Nothing herein will prevent any owner from depositing any garbage, rubbish or trash on any roadside for collection as provided or permitted or required by any governmental body or an of its agencies or franchisees.

5. There will be no commercial or business enterprise conducted from or upon any portion of the Property, no pigs, hogs, emus, peacocks, ostriches, reptiles, tigers or large cats will be permitted on the property nor will any commercial chicken houses, rabbit pens, feedlots, aquaculture facilities, or commercial animal holding facilities of any kind be built, located or operated on any part of the Property; except that hay may be cut and sold. Horses, cows and similar animals may be kept on the Property not to exceed one non-nursing animal for each one acre; goats and sheep may be kept on the property not to exceed one non-nursing animal for each ½ acre; permitted fowl of all varieties will not in the aggregate exceed twenty in number for each five acres; provided, these restrictions will not prohibit leasing the Property for grazing or hay production or operating the Property with other acreage as pasture land for a larger number of cattle, goats or horses. Hobbies such as handcrafts or horticulture which occasionally produce small sales and home-based businesses or offices which show no evidence of the business visible outside the Property are not prohibited by these restrictions. No more than three dogs and/or three cats may be kept on the Property so long as they are not noxious to nearby residents but no breeding or boarding operation will be permitted. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot.

6. Trailers, Mobile Homes, Prefabricated or Modular Homes will not be placed upon the Property for use as a residence, either temporarily or permanently. No boat, trailer, recreational vehicle or commercial vehicle of any kind may be parked or stored for more than one day closer to

any county or city road than the front of the residence or closer to any property line than the Side Setback. All such vehicles must be operable and duly licensed and permitted for use unless enclosed within a building which complies with these restrictive covenants; and no existing house, barn or outbuilding may be moved onto or placed upon the Property except small portable buildings such as storage sheds and greenhouses for personal use. During construction one travel trailer or recreational vehicle may be used as a place of residence during that construction but the travel trailer or recreational vehicle may be so used only for a period not to exceed six months from the date the travel trailer or recreational vehicle is moved onto the Property.

7. No waste or garbage, no fill or foreign material, no inoperable vehicles or equipment of any kind will be dumped or stored on the property except small amounts or refuse generated on the property may be temporarily stored in buildings or enclosed structures. No sand or gravel pit, wood lot or debris or salvage material yard may be located upon, nor any construction material, new or used, may be placed or stored on the Property unless enclosed in a building or enclosed structure, except that new construction materials presently necessary for construction may be temporarily situated thereon so long as construction is proceeding.

8. Lots of ten acres or larger may be re-platted into lots not smaller than five acres according to the then requirements of the applicable governmental entity but such re-platting will not be requested prior to January 1, 2019. This prohibition will end on the date of the final sale of the last lot within the Subdivision if that final sale occurs prior to January 1, 2019. Developer reserves the right to amend these restrictions until January 1, 2019, by written instrument signed by Developer or either of them and filed in the Real Property Records of Brazoria County, Texas.

9. Compliance with all Laws and Regulations. All construction on or improvements to, and all use and enjoyment of the Property will comply with all laws and regulations as applicable.

10. After the initial sale of all of the lots within the Subdivision, a homeowners association may be formed with the vote of owners representing 51% of the acreage within the Subdivision. Upon such formation, a vote of owners representing 51% of the acreage within the Subdivision may adopt the bylaws of such homeowners association. For purposes of such votes, each lot will be entitled to one vote representing all of the acreage within the lot.

11. These covenants will run with the land and will be binding on Grantee's heirs, successors and assigns, until January 1, 2050, and thereafter will automatically renew for successive fifteen (15) year periods, unless then amended or terminated by written instrument signed by the owners of more than 50% of the land by surface area benefitted by these covenants and filed in the Real Property Records of Brazoria County, Texas. These covenants are intended to benefit and will be enforceable by the Village of Bonney, Grantors or any Grantee and their successors in title to property within the Subdivision.

#### TEMPORARY AGRICULTURAL EASEMENT:

1. Dominant Estate Property: The dominant estate is all or a portion of the 9.11 acres comprising the portion of the original 74.24 acre tract remaining after the partial division of

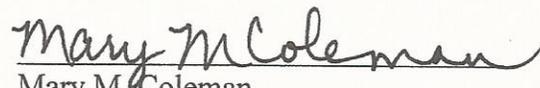
that tract to create the 65.13 acre Subdivision specified above as CANNON'S PEAR ORCHARD. Said 9.11 acre dominant estate is shown to the west of the Subdivision in the Plat and lies at the southeast corner of the intersection of County Road 51 (Cannon Road) and Murrey Road.

2. Easement Property: The Easement Property is that area of the Subdivision designated as the Temporary Agricultural Easement in the Plat.
3. Easement Purpose: The purpose of the easement is to allow the movement of livestock, tractors and other agricultural equipment between the Dominant Estate and any portions of the Subdivision which have not been sold to the initial purchaser or any lot(s) within the Subdivision which is/are under a grazing lease to the same tenant as the Dominant Estate.
4. Term Of Easement: The easement will terminate on or before January 1, 2018. All or a portion of the easement may be closed prior to that date solely at the discretion of the Developer.
5. If a property owner extends fencing across the easement a gate of at least twelve feet must be installed within the easement. A property owner may install fencing to separate the portion of his/her property within the easement from the remainder of his/her property that is outside of the easement but may not obstruct the easement in any way. All installation and maintenance of any such fencing shall be the sole responsibility of the property owner and shall comply with all covenants, conditions and restrictions within the Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereto set their hand as of this the 14<sup>th</sup> day of October, 2014.



Stephen M. Coleman

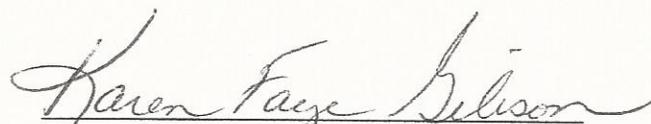


Mary M. Coleman

ACKNOWLEDGMENT

This instrument was acknowledged before me on the <sup>14<sup>th</sup></sup> day of October, 2014 by Stephen M. Coleman and Mary M. Coleman.

EXECUTED on the date above written.



Notary Public in and for the State of Texas

# FILED and RECORDED

Instrument Number: 2014044683

Filing and Recording Date: 10/15/2014 12:44:04 PM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script that reads "Joyce Hudman".

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Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-clarissa