

**DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS**

**60-JONES ASSOCIATES, LTD.**

**THE STATE OF TEXAS** §

**COUNTY OF BRAZOS** §

WHEREAS, **60-JONES ASSOCIATES, LTD.**, a Texas limited partnership (“Jones”) is the owner of all that certain tracts or parcels of land located in Brazos County, Texas, which tracts are described on Exhibit “A” attached hereto; and

WHEREAS, **60-JONES ASSOCIATES, LTD.** desires to create and provide for the development and improvement of the Property, for the mutual benefit and pleasure of the present and future property owners of the Property, and to protect the property values of the Property by imposing upon and against all of the Property the covenants, reservations, restrictions, and other provisions hereinafter set forth;

NOW THEREFORE, **60-JONES ASSOCIATES, LTD.** does hereby make, adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to the Property.

**I.**

**DEFINITIONS**

The following words when used in this instrument shall have the following meanings:

- A. "Jones" shall mean **60-JONES ASSOCIATES, LTD.**, a Texas limited partnership, its successors and assigns.
- B. "Property" shall mean the Property described on Exhibit “A” attached hereto and no other Property
- C. "Recording Date" shall mean the date upon which this document is filed of record with the Country Clerk of Brazos County, Texas.
- D. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities of the fee simple title to any of the Property therein, but shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in

lieu of foreclosure. The term "Owner" shall further include any person or entity claiming title to any portion of the Property by adverse possession, any person or entity leasing, renting or otherwise occupying any lot or part thereof, and any person or entity claiming interest in a lot or part thereof under a contract of sale.

- E. "Representative" shall mean a person, persons, or entity designated in a document of record in the Official Records of Brazos County, Texas, as the representative of 60-JONES ASSOCIATES, LTD., with the authority set forth herein and/or in said document.

## II.

### EASEMENTS AND SETBACKS

**60-JONES ASSOCIATES, LTD.** hereby dedicates to the Public a perpetual utility easement "EASEMENTS" in, along, under, over, across, and through each of the tracts or described on the Plat attached hereto as Exhibit "B", in the locations on each lot as shown on the Plat attached hereto as Exhibit "B", and in, on and over the fifteen-foot tract or parcel of land described on Exhibit "C" attached hereto. Utility companies shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size of and remove such utility lines and facilities (including without limitations of the generality thereof, water, sanitary sewer, storm sewer, drainage and gas pipelines, mains, conductors, and all appurtenances thereto and electric distribution and communication lines, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right of ingress and egress within the Boundaries of such Easements. The width and locations of the utility easements shall be as shown on the Plat labeled Exhibit "B" attached hereto, and the fifteen-foot public utility easement shall be in the location set forth on Exhibit "C" attached hereto. The easements shall extend below ground level sufficiently to accommodate utilities and extending upward to a plane of sufficient height above the ground to include utility equipment as constructed.

## III.

### RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of the Property described on Exhibit "A" attached, the following restrictions, including without limitation, restrictions, covenants, declaration, easements, limitation, agreements, and conditions (hereafter

collectively called the “Restrictions”), are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all the Lots described on the Plat attached hereto as Exhibit “B”. Every contract, deed or conveyance which may be hereafter executed with regard to any of the Property described on Exhibit A shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in such parcel.

A. BUILDING, CONSTRUCTION, AND USE RESTRICTIONS

1. The Property is restricted against any of the following uses or activities and the Property and all portions thereof may not be used for any of the following activities and none of the following businesses or facilities maybe conducted or located on any portion of the Property. The uses, businesses, or facilities which may not be conducted on, used on, built on, moved on or located on the Property are:

Concrete Plants, Asphalt Plants, Junk Yards, Pick-A-Part facilities, Manufactured Homes, Mobile Homes or Livestock Sale facilities, Chicken Houses, Feed Lots, Swine Parlor, Dairy Barns, Motorized Racing facilities, Motor Cross facilities or Adult Entertainment facilities.

2. The authority of **60-JONES ASSOCIATES, LTD.** and/or the Committee, as stated in this Declaration, continues until such time as: (1) **60-JONES ASSOCIATES, LTD.** ceases to own any of the Property subject to this Declaration; and (2) **60-JONES ASSOCIATES, LTD.** records in the Official Records of Brazos County, Texas, a document terminating its authority and responsibilities with regard to the Property. Accordingly, any owners of any portion of the Property shall also have the right to enforce these Restrictions and Covenants.

3. As to all of the Property and all tracts or parcels into which the Property may be subdivided no building or structure except fences may be located on any portion of a tract or lot: (a) nearer to the Front Line of the tract or lot than seventy-five feet (75'); or (b) nearer to the side boundary of a tract or lot than twenty-five feet (25'); or (c) nearer to the Back Line of a tract or lot than twenty-five feet (25'). However, in no event will any building or structure be located on any tract or lot less than those requirements set by governmental requirements. The Front Line of the parcel is that side of a tract or lot which abuts a public road or street within the Aggieland Business Park. A Back Line shall be the property line or lines of a tract or lot that are opposite to a Front

Line. Jones Road is not considered to be a street located in the Subdivision, and buildings along Jones Road only require a 25-foot setback.

4. No Building or structure that contains a restroom or bathroom facility shall be built without a State of Texas or other required governmentally approved septic tank or other sewage disposal system that is so approved.

5. The color scheme, design, height, configuration, building material and location of all structures located on any of the Property, including fences, shall be subject to approval of an Architectural Control Committee ("Committee"). Approval to build may be denied if the Committee is of the opinion in the Committee's sole and absolute discretion that such color scheme, design, height, size, configuration or location will be detrimental to any other portion of the Property. The initial Committee shall be composed of JAMES E. JETT, ADRIAN McDONALD, JR., and WILLIAM P. CATALENA, and a majority vote of the Committee shall control. In the event of the death or resignation of a Member or Members of the Committee the remaining Member or Members may appoint the replacement. If there are no remaining Members then Jones shall have the right to appoint the successor Members. If Jones no longer owns any of the Property described on Exhibit "A" then the Owners of a majority of the Property based on acreage shall have the right to appoint the Successor Member.

6. To ensure a consistency of design, appearances, and materials throughout the Property, all "Fences Fronting" (as further defined below) must conform to the following standards: (1) the style "Post and three Rail," in the color white, with posts eight feet (8') apart on center; (2) constructed of either wood or polyvinyl; (3) a minimum/maximum height of fifty-one (51) to fifty-three (53) inches, a minimum/maximum rail width of five (5) to six (6) inches; (4) all fences must be aligned with any contiguous neighbors fencing (if such exist) and placed "on" the property line parallel and contiguous to the aforementioned Jones Road. The term "Fences Fronting" shall mean fences that adjoin, or abut on a public road or street located within the Subdivision. An owner is not required to construct a fence but in the event they elect to do so, such fence shall meet the four standards as set out above for "Fences Fronting". "Side fences" or "back fences" not along Jones Road are not required to meet those standards and may be constructed as the owners needs and wishes dictate; and (5) notwithstanding the above language, the locate color and material of all

fences must be approved by the Committee. Fences along Jones Road shall be treated as Front Fences.

7. All parking areas shall be surfaced in asphalt or concrete, or crushed white stone, and all drives and parking area from any building to the street must be either asphalt or concrete.

8. All curb cuts except as set forth on the filed subdivision plat shall require the approval of the Committee.

9. All trash receptacles, trash bins or trash cans must be located behind the front face of each building on each particular lot.

10. No building or other structure on any parcel or lot may have an overhead door that faces a public street or road.

11. The Committee reserves the right and power to grant variances for any of the Restrictions or requirements set forth herein at the Committees sole discretion.

B. GENERAL RESTRICTIONS.

1. No noxious or offensive trade or activity shall be carried on upon the Property nor shall anything be done which may be or become any annoyance or nuisance to an Owner of any other portion of the Property or adjoining land.

2. No portion of the Property shall be used or maintained as dumping grounds for rubbish. Trash and garbage shall be kept in proper receptacles and such receptacles shall be kept in a clean and sanitary condition, not seen from any street, public or private.

3. No act may be performed on the Property which is likely to pollute the air or water in any part of the Property, nor may any property owner violate, any ordinance designated to eliminate pollution at that time in force whether it be State, County or City.

4. No firearms may be discharged on the Property.

5. The Property shall be further restricted to comply with the rules terms and provisions of the "Fire Flow" Requirements labeled on Schedule I attached hereto, and the Water Systems Report labeled Schedule II and attached hereto.

6. Each lot or parcel must provide for its own on-site water detention. All drainage systems for the Property shall comply with the legal requirements of Brazos County, The City of College Station and the State of Texas Water Code. The design of all drainage facilities, including

on-site stormwater detention shall also be in accordance with the Unified Stormwater Design Guidelines as adopted by the City of College Station.

7. Any vehicle or machinery that is left over-night must be left behind the face of the building and may not be left parked on a street located within Aggieland Business Park, as shown on the attached Plat or on or along Jones Road.

#### **IV.**

#### **WATER SERVICE**

The Property is serviced by Brushy Water Supply Corporation. Each Owner of any portion of the Property desiring said water service shall be required to contract directly with Brushy Water Supply Corporation. The cost of water, tap fees, membership fees, expansion reserve fees, installation fees, monthly use fees and meters shall be subject to the fee schedule of Brushy Water Supply Corporation and paid by each individual Owner. This paragraph does not prohibit an Owner of a portion of the Property from having his or its own well subject to appropriate health ordinances.

#### **V.**

#### **FIRE FLOW REQUIREMENTS AND WATER SYSTEM REPORT**

The Property is further restricted to require the Property to comply with the rules, terms and provisions of the "Fire Flow" Requirements labeled as Schedule I attached hereto and the Water System Report labeled as Schedule II attached hereto.

#### **VI.**

#### **MISCELLANEOUS PROVISIONS**

1. The foregoing Restrictions and Covenants are adopted as part of and shall apply to each and every portion of the Property. Such Restrictions are equally for the benefit of all subsequent owners of parcels of the Property or any portion thereof, and accordingly, shall be covenants running with the land. Any owner of, or the lien holder of, any lien against the Property shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and Covenants and to recover the damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees, provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions.

2. The term of the Restrictions and Covenants shall be for a period from the filing of this instrument for record in Brazos County, Texas, until the 1st day of November, 2017. After such date such Restrictions shall be automatically extended for successive periods of ten (10) years each, unless and until by instrument executed by the then record owners, based on acreage, of ninety percent (90%) of the Property and duly recorded in the Official Records of Brazos County, Texas, agree that such Restrictions are altered, rescinded, modified or changed, in whole or in part.

3. Nothing contained in this document, nor any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee, or trustee under any mortgage or deed of trust outstanding against all the Subdivision of any portion thereof.

4. Any and all rights, powers and reservations of **60-JONES ASSOCIATES, LTD.** herein contained may be assigned to any person, corporation, or association which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, assign and assume such to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by **60-JONES ASSOCIATES, LTD.**

5. Every person who now or hereafter owns or acquires any right, title or interest in or to any of the Property shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquires an interest in the property.

6. The invalidity, violation, abandonment, waiver of, or failure to enforce anyone or more of, or any part of, the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

7. **60-JONES ASSOCIATES, LTD.**, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties thereby subjecting such additional lands to this Declaration, by filing of Record, a Supplementary Declaration with respect to such additional property which shall extend the scheme of this Declaration to such additional property.

8. **60-JONES ASSOCIATES, LTD.** retains the right to replat or subdivide any Lot shown on the Plat attached hereto without the joinder of any other owner of any of the Property. No

other party may replat any Lot or subdivide a Lot without the prior written permission of **60-JONES ASSOCIATES, LTD.** or its successors and assigns.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration within the existing Property.

Dated on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

60-JONES ASSOCIATES, LTD.,  
a Texas limited partnership

By: 60-JONES ASSOCIATES, LLC, a Texas  
limited liability company, General Partner

By: \_\_\_\_\_  
James E. Jett, Manager

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by James E. Jett, Manager of 60-Jones Associates, LLC, a Texas limited liability company, acting in its capacity as General Partner of 60-Jones Associates, Ltd., a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**

Property

**EXHIBIT “B”**

Plats

**EXHIBIT “B-1”**

Public Utility Easement

**SCHEDULE 1**

**“Fire Flow” Requirements**

**SCHEDULE 2**

Water System Report