

BYLAWS AND DEED RESTRICTIONS
OF
LAKE JACKSON ASSOCIATION

TABLE OF CONTENTS

	PAGE
I. MEMBERSHIP AND VOTING RULES	1
II. MEETINGS	3
III. BOARD OF DIRECTORS	6
IV. OFFICERS, DUTIES OF THE BOARD	8
V. COMMITTEES	10
VI. AMENDMENTS, CHANGES, ADDITIONS, OR REPEALS	12
VII. MISCELLANEOUS	13
VIII. DEED RESTRICTIONS	14
DEED RESTRICTIONS DIAGRAM	22
COPY OF BUILDING PERMIT	24

BYLAWS
Of
LAKE JACKSON ASSOCIATION

ARTICLE I
MEMBERSHIP AND VOTING RULES

SECTION 1: Membership in this Association is and shall be composed solely of persons and corporations owning land in Lake Jackson Subdivision recorded in Volume 398, Page 76, of the Plat Records of Brazoria County, Texas, fronting on Lake Jackson, and each person or corporation owning land fronting on said lake, upon application and proper proof of ownership of such land and lake frontage, is and shall be entitled to membership in this Association and have issued to him or it a certificate evidencing such membership and indicating the number of lineal feet of lake frontage owned by such member.

SECTION 2: Upon the sale or conveyance by any member of any land or property situated in said Lake Jackson, written notice thereof accompanied by copy of deed of conveyance had in connection therewith, and such other data and information as might be requested by this Association, shall be given by the member conveying and the person acquiring such property to the Secretary or the Board of Directors of this Association; and upon application by the person or corporation acquiring such lake frontage and receipt of the aforesaid written notice and such other information, such person or corporation acquiring land fronting upon said lake shall be entitled to and admitted to membership herein, and have issued to him a certificate evidencing such membership, indicating the number of lineal feet of lake frontage owned or acquired by him, and the person selling or conveying shall surrender his certificate of membership previously issued, for cancellation, and have issued in lieu thereof a new certificate indicating the number of lineal feet of lake frontage owned after said conveyance; provided said last mentioned person has not conveyed or sold all lake frontage owned by him on said lake.

In the event of the sale of all of said lake frontage by any member, the membership of said member shall at once become forfeited; and he shall not be entitled to any membership in said Association, nor entitled to any vote upon any matter.

SECTION 3: Each member shall be entitled to one vote on all matters pertaining to business and affairs of this Association at any and all meetings of the membership of the Association for each lineal foot of lake frontage owned by such member on said Lake Jackson; but no member, person, or corporation shall

be entitled to any vote until a certificate of membership has been issued to said member and then only to the number of votes equal to the number of lineal feet of lake frontage on said Lake Jackson owned at the time by such member, as shown by said certificate issued to him, by the records of this Association, and as is shown or proved to the satisfaction of this Association.

SECTION 4: Any and all members entitled to vote upon any matters at any meeting of the membership of said Association may vote in person or by proxy, but no proxy shall be operative unless and until a proper proxy, executed by the member entitled to vote, has been filed with this Association.

SECTION 5: In the event any member or concern entitled to membership be or is a corporation, then such votes to which said corporation or member is or would be entitled, may or shall be voted in person or by proxy by any officer, person, or agent authorized by said corporation to cast the votes to which it is or might be entitled.

ARTICLE II

MEETINGS

SECTION 1: Any and all meetings of the members and of the Board of Directors of this Association shall or may be held at the office of this Association situated in Brazoria County, Texas or at any other place within the state of Texas designated by the Board of Directors.

SECTION 2: The annual meeting of the members or shareholders of this association may and shall be held on the third Tuesday of January of each and every year at 7:00 o'clock P.M.

SECTION 3: A special meeting of the members may be called at any time by the President, a majority of the Board of Directors, or members entitled to at least a majority of votes.

SECTION 4: At the first meeting, and at each annual meeting of the members of said Association, Directors, as herein after provided, are and shall be elected for the Association for the ensuing year to serve until the next meeting at which a Board of Directors might be elected or until the removal, and until the successors are elected and qualified. In the event Directors are not elected at the first meeting or at any annual meeting, the same may be elected at any adjourned meeting of any such meeting, or at any other meeting called and held for that purpose.

SECTION 5: At the place of and immediately following the first meeting and each annual meeting of the members of this Association, and at any meeting at which the Board of Directors are elected, the members so elected as Directors may and shall convene for the election of officers and transaction of any and all other business as might come before it.

SECTION 6: Regular meetings of the Board of Directors shall be held each month as scheduled by the Board of Directors. Members may attend any meeting to voice opinions by making request to the Board President. Board meetings shall be scheduled one month in advance.

Passed by membership 1-24-89

SECTION 7: Special meetings of the Board of Directors may be called by the President, or by a majority of the Directors of said Association at any time.

SECTION 8: No notice is or may be required to be given as to the first meeting or any annual meeting of the members of this Association or as to any regular meeting of the Board of Directors; and any and all business with reference to the affairs of this Association may and shall be presented and passed upon at any and all such meetings without the necessity of notice as to the time, place, and purpose of any and all such meetings; except that when any matter other than this election of Directors is to be given to the members at least ten days prior to the date on which said meetings is to be had, stating such other purpose and such other matters as are to be considered and passed upon at said meeting.

SECTION 9: Notice shall be given of any special meeting of the members of this Association, and of any special meeting of the Board of Directors of this Association; advising as to the time, place, and purposes of said meeting by such written notice addressed and mailed to said members or to the Directors at least ten days prior to the date of said meeting, addressed to the last known address, as shown by the books of the Association of such member of director.

SECTION 10: Any meeting of the members or of the Board of Directors may be adjourned in the event a quorum is not present at any of said meetings, or for any other reason, and an adjourned meeting may be held thereof at the time as designated by the persons present at any such meeting and such matters as could have been presented, considered, and passed upon at any adjourned meeting thereof without any notice to anyone.

At any meeting at which all of the members and Board of Directors are present, or at any meeting of the members at which all of the members are present or represented in person or by proxy, any matter pertaining to the Association might be presented, considered, and passed upon and such action shall not be invalid or questioned by reason of the fact that no notice was given as to such meeting, or as to the time, place, and purpose of said meeting.

Any and all notices required as to the time, place, and/or purpose of any meeting of the members or of the Board of Directors may be waived either before or after such meeting is held by telegram, radiogram, cablegram, written waiver, or other instrument, and in the event of the giving or obtaining of any such waiver, no

notice shall be required to be given to any such person from whom such waiver is obtained.

SECTION 11: Members in person, or represented by proxy, entitled to vote a majority of votes of the members of this Association shall constitute a quorum at any meeting of the members of this Association; and a majority of the Directors of this Association shall constitute a quorum at any meeting of the Board of Directors of this Association. Action at any meeting of the members, or any meeting of the Board of Directors, shall be valid and binding when passed or taken upon a majority of votes represented or present at any meeting at which a quorum is present or properly represented.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1: The management, business, properties, and affairs of this Association are and shall be managed by the Board of Directors composed of five (5) members, each and all of whom shall be members of and entitled to membership in this Association; provided, however, that if any member is a corporation, then any person, agent, or officer designated by such corporation, shall have the right to be elected and serve as a member of the said Board.

SECTION 2: Vacancies occurring in the Board of Directors for any reason may and shall be filled by a majority of the remaining Directors, and members of this Association may fill any such vacancy existing at any time not filled by the directors.

SECTION 3: The Association shall elect the Board of Directors by the following procedure:

The Secretary shall send all voting members of the Association, at least 14 days before the annual meeting, the report of the Nomination Committee (see Article IV, Section 1) together with a ballot at the same time notices of the annual meeting are sent. The members will vote on the panel of two or three candidates voting to accept or reject all of the panel. All Board members will serve for two years. Members will mail their ballot to the Secretary at least 7 days before the annual meeting. The election of officers shall be conducted by the members of the Board as described in Article III, Section 4.

Voting members may write in nominees of their own choice on the ballot. Members may mail in their proxy ballot or bring the ballot to the annual meeting if attending this meeting in person.

At the election, the members shall vote for five of the ten nominees for the Board of Directors. The five nominees receiving the highest number of votes are elected to the Board. In case of one or more ties, a vote shall be taken to determine the wishes of the voting members at the meeting regarding the tie. The election of Officers shall be conducted by the members of the Board as described in Article III, Section 4.

Section 3 passed by membership 1999

SECTION 4: The Board of Directors shall elect Officers at the first meeting held after the election of Directors, and at any adjourned meeting thereof, or at any special meeting held or called for that purpose, who shall serve until the next annual meeting of the Board of Directors, the holding of any other meeting of which Directors might be elected, or until their removal, and until their successors are elected and qualified; and shall have the general management and control of all of the business and affairs of this Association; the power to make the promulgate rules and regulations with respect to the use, enjoyment, operation, and control of Lake Jackson, parks, playgrounds, and recreation facilities in Lake Jackson Farms Subdivision and any and all property owned by or over which this Association has any control or management, and to designate and appoint officers and agents to act for said Association in all matters and represent, do and perform all matters which this Association might be empowered to act in connection with; and to do all things that the Board of Directors of corporations are generally authorized to do.

SECTION 5: No compensation shall be paid to any Director for attending any meeting, or for acting or serving as such.

ARTICLE IV

OFFICERS

SECTION 1: The Officers of this Association shall consist of a PRESIDENT, one or more VICE-PRESIDENTS, SECRETARY, and TREASURER, and such other officers as the Board of Directors might from time to time determine, and any or all of the aforesaid offices may be combined and held by one person, other than President, and the President shall not hold any other office.

SECTION 2: The President shall preside at all meetings of the members of this Association and meetings of the Board of Directors, when present; and shall have authority to sign all certificates of membership, all contracts, agreements, deeds, checks, and drafts of this Association, and have all such other powers as are usually vested in Presidents of corporations. It is recommended that the President shall hold office for only one year, being succeeded at the end of the year by the Vice-President.

SECTION 3: Any Vice-President of this Association shall have all the rights and authorities which the President of this Association shall have, with the exception that he shall only serve as Chairman of the meetings at which the President is not present, and such other duties and authority as are usually vested in Vice-President of corporations. It is recommended that the Vice-President succeed the President at the end of the regular one year tenure of office.

SECTION 4: The Secretary shall have charge of all the books and records of the Association, shall act as Secretary at all meetings (it being provided that at any meeting at which the Secretary is not present, the person elected or nominated at such meeting shall serve as Secretary) and shall have authority to attest and countersign all checks, notes, instruments, and contracts given by the Association, attest all certificates of membership and have such other duties and authority as are usually vested in Secretaries of corporation; and shall keep and have under his control the certificate of membership books, keep proper records of all memberships issued, cancelled, and reissued, showing the number of votes issued and transferred to any member and the number of votes owned by each member, and shall sign and serve all notices required to be given in connection with any meeting. In the absence of or inability of the Secretary to act, such duties may be performed by the Treasurer, or any other person or officer designated and authorized by the Board of Directors to act.

SECTION 5: The Treasurer shall have the right to receive and be paid all sums and amounts due or owing to this Association, to deposit same in banks or depositories, and to withdraw the same upon checks signed by him along with the President or any Vice-President or the Secretary, and to keep books with reference to affairs and business of Company and such other duties as are usually vested in Treasurers of corporations.

SECTION 6: Each and all of the aforesaid officers are and shall have such other authorities and powers as might be delegated to them by the Board of Directors, and no bond or other security shall be required to be given or posted by any of said Officers.

ARTICLE V

COMMITTEES

SECTION 1: There shall be a Nomination Committee consisting of a Chairman and two others, all of whom will be members of the Association, and none of whom are Officers or Directors of the Association. This committee shall be appointed at least 30 days before the annual meeting by President. The Committee shall provide five nominees for the Board of Directors and send their report to the Secretary at least 20 days before the annual meeting.

SECTION 2: There may be a Building (Engineering) Committee composed of a Chairman and two or more other members of the Association. This committee may investigate and advise the Board of Directors and the Association on such matters as Building Construction and location, Fence Construction and location, septic tank construction and location, culverts, ditches and drainage adjacent to Lake and Bayou Roads, and other similar matters of common interest to members of the Association.

SECTION 3: There may be a Lake and Water Committee composed of a Chairmen and two other members of the Association. This committee may investigate and advise the Board of Directors on such matters as Boating, Fishing, Swimming, Water Withdrawal and Addition, Marine Growth Control, Docks and Rafts, Walls at Water Edge, Resurfacing Bottom of Lake, Firearms, have lake analyzed once per year for safe use of water, and other such matters of common interest to the Association.

SECTION 4: There may be an Insurance Committee composed of a Chairman and one other member of the Association. This committee shall investigate and advise the Board of Directors on matters related to liability and the appropriate insurance coverage to maintain. This committee shall, with the concurrence of the Board of Directors, negotiate and contract insurance policies on behalf of the Association.

SECTION 5: New Member Orientation – within three months of purchasing property that creates membership in the Association, a three person team of the

Passed by membership 1-24-89

Board of Directors shall visit the new member and present a copy of the Bylaws, Rules and Regulations, a list of names of members, and names of the current Board of Directors and committee members. This team shall explain the operations of the Association, answer questions and generally welcome the new member into the Association.

SECTION 6: The above committee and other committees as may be required may be appointed by the President, to serve until the next annual meeting or until the removal and until their successors are appointed.

Passed by membership 1-24-89

ARTICLE VI

AMENDMENTS, CHANGES, ADDITIONS, OR REPEALS

These Bylaws may be amended, changed, added to, or repealed, in whole or in part, at any time by the members of this Association expressed through the affirmative and majority vote of the members represented in person or by proxy at any meeting called, held or convened for such purpose, at which a quorum is present.

Passed by membership 1-24-89

ARTICLE VII

MISCELLANEOUS

SECTION 1: The form of membership certificates presented at the meeting and attached to these Bylaws is adopted as form of certificate to be used by the Association to be issued to persons and corporations entitled thereto.

SECTION 2: A seal bearing the name of this Association with a five pointed star in the center thereof, an impression of which is hereto affixed, is adopted as the seal of this Association, and said seal may be affixed to any instrument to which the affixation thereof is required, desired, or deemed expedient by this Secretary or Treasurer of this Association, or any other officer authorized by the Board of Directors to affix the seal.

SECTION 3: Any Director or any Officer of this Association may at any time be removed with or without cause by a majority of the votes present or represented at any meeting of the members of this Association, at which a quorum is present, called, or held for such purposes, or at any adjourned meeting thereof.

SECTION 4: Any rules, regulations, or action taken by the Board of Directors with reference to the use, enjoyment, or occupation of Lake Jackson, parks, playgrounds, recreation centers, or any property or right owned by or to which this Association is or might be entitled, are and shall be subject to review, amendment, change, alteration, and revocation by the members of this Association, at a meeting duly called, held, and convened for the purpose of considering the same. Until such time as some action is taken by the members of this Association at a meeting duly called, convened, and held, by a majority vote of the members present or represented at a meeting at which a quorum is present, such action, rules, or regulations taken, made, or promulgated by the Board of Directors, shall be binding and in full force and effect.

4/12/61
LFW:hrl

ARTICLE VIII

LAKE JACKSON FARMS DEED RESTRICTIONS

In the original deeds of the Lake Jackson Farms subdivision, Section IV covered the covenants and conditions attached to the properties. There have been several amendments made to this section in accordance with provisions made for their modification. These covenants and conditions are being restated and amended in their entirety to clarify the present state of the covenants and conditions. Paragraph numbers are the same as in the original, but order of appearance has been modified to enhance clarity. Terms used in the restrictions are as follows: "Association", the Lake Jackson Association; "GRANTOR", the Dow Chemical Company; "GRANTEE", the original purchaser of the property.

IV.

(15) The restrictions, covenants, conditions and maintenance charge herein provided for are and shall remain and continue in full force and effect, and be effective until the first day of January, 1955; but may at any time prior thereto be changed, altered or amended by the affirmative action of persons entitled to vote the majority of the votes hereinafter provided to entitled to vote upon such matters, upon the execution of an instrument providing for an alteration, change or amendment to the same, in such respect as is desired by such persons, and the recording of said instrument in the Deed Records of Brazoria County, Texas. Said restrictions, covenants, conditions, and maintenance charge are and shall remain and continue in full force and effect for an additional period of ten (10) years from and after January 1, 1955, but at any time during such period may be revoked, amended, changed, or altered by action as hereinbefore provided for alteration, change or amendment for the period ending January 1, 1955; and the same are and shall remain and continue in full force and effect for successive periods of ten (10) years each from and after the expiration date of each said ten year period if not revoked prior to said expiration date by action hereinbefore provided. In voting upon the removal, the extension or amendment of any restriction, covenant, condition, or the maintenance charge the then owners of the lake frontage on Lake Jackson shall have one vote for each such foot of lake frontage; provided, however, if an owner shall elect or has elected to subdivide his tract into smaller tracts, or has conveyed a portion of the tract conveyed hereby as herein provided, then the total number of votes to which he would otherwise be entitled, will be reduced by thirty (30) votes for each such smaller tract so subdivided or conveyed not fronting on the lake; and each owner of tracts not fronting on the lake shall be entitled to thirty (30) votes regardless of the size of their subdivided tract. The amendment and extension of any of the restrictions when done as provided above shall be binding upon all of the then owners of the property in Lake Jackson Farms Subdivision. (Note: this voting procedure pertains only to deed restriction changes for the Lake Jackson Farms Subdivision. Membership and voting in the Lake Jackson Association is restricted solely to owners of Lake frontage.)

Under the above authority the covenants and conditions are being restated and renewed:

(1a) The property in the Lake Jackson Farms Subdivision shall be used only for residence purposes and the conduction of farming and ranching operation, either or both of them; and the said premises, the whole or any part thereof, shall not have erected or maintained thereon, or used as, or for, any hospital, duplex house, rooming house, apartment house, church, tourist camp or court, trailer camp or space, store, or

used for or in connection with the conduction of any business, commercial or industrial use, of any kind or character whatsoever.

(1b) There shall be erected or constructed upon the land and premises only:

✓ (1) One Single Family Residence of at least 2000 square feet total area with a minimum of 1500 square feet on the ground floor, exclusive of porches, garages, patios, attics, basements, or other utility areas. A Single Family Residence shall be comprised exclusively of a single detached building (the "principal building"); however, where an Accessory Building (defined as a "building subordinated to the principal building on a lot") has a wall or portion of a wall common to the principal building and the roof is attached to the principal building, the Accessory Building shall be construed as part of the principal building. Said wall and roof attachment shall be constructed of the same materials as the principal building;

(3) Garage (which may be attached to or separate from the family residence). If the garage is within one hundred-fifty (150) feet of the Lake and is not part of the principal building, then it is sufficient for it to be attached by a breezeway constructed of the same materials as that of the garage and principal building, including the roofing material;

✓ (4) A barn, stable, pens and structures reasonably required in connection with farming and ranching operations;

✓ (2 & 5) Not more than one guest house of at least 500 square feet and not more than 1000 square feet which can be alternatively used for servant quarters. Said guest house shall be no less than 150 feet from the lake.

(6) Docks and piers over the water or along the lake frontage of said Lake Jackson can extend no more than eight (8) feet from the water's edge at water elevation of 17'0", have a maximum height of three (3) feet above the water elevation of 17'0", and have a maximum length of sixteen (16) feet.¹

"Building" shall mean "any structure built for the support, shelter or enclosure of persons, animals, chattels or moveable property."

"Structure" shall mean "any object that is erected, constructed or installed by man that requires location in or on the ground or attachment to something having location on the ground having a definite pattern of organization; including buildings, the construction of buildings, decks, decking or swimming pools, spas, hot tubs, saunas, fences and other similar constructions or installations."

The Association shall be entitled to review architectural drawings developed for use in construction by GRANTEE and his agents and contractors prior to commencement of any construction. All construction shall be done only after detailed architectural plans have been submitted and approved by Association (normally this function is delegated to the Engineering Committee).

Lot No. 58, as unsubdivided, shall be excepted from the "wall or portion of a wall common to the principal building" provision in (1) above with respect to buildings in existence on January 1, 2003, so long as a breezeway constructed of the same materials used in the principal residence remains in good repair.

¹ Article 1b Item 6 passed 1999
1.21.2003

(2) If an owner has a tract of greater than four acres, the owner shall have the right to make a subdivision of said premises into lots of not less than two (2.0) acres each, and sell and convey any of said lots as so subdivided after recording in the Deed or Plat Records of Brazoria County, Texas, a correct plat of the said Subdivision of said premises showing definitely and accurately the size and exact location of the lots into which said premises have been subdivided, and furnishing a copy of said Plat to the Association. There shall be no subdivision of the lake frontage, except for lot A2 which can be divided into not more than three (3) lake frontage lots, and the remaining 5.40 acre waterfront portion of lot 2 whose metes and bounds are described in Brazoria County Official Records Book 88511 pages 903-4 which can be divided into not more than two (2) lake frontage lots). All of the lots in any such subdivision shall be rectangular in shape as nearly as possible, and when measured at right angles to any side no dimension shall be less than one hundred fifty (150') feet; except lots replatted as 1, 2, 10, and 11 along Buffalo Camp Bayou as shown in Brazoria County Plat Records Volume 16, pages 287-8; the lots divided from Tract A as shown in Brazoria County Plat Records Volume 18, pages 355-6, the three lots divided from Tract A described in Exhibit "A" included with this document, the east two acres of Tract B which has a property line of 110 feet, and the east two acres of Lot 50 whose east property line is only 71.7 feet.

(3) All terms, conditions, covenants, and restrictions contained herein shall be applicable to tracts in a subdivision of this tract and any subsequent conveyance by the GRANTEE shall include by reference all such terms, conditions, covenants, and restrictions contained herein.

(4) ~~No building of any kind shall be placed within fifty (50') feet of any portion of the water's edge of Lake Jackson or Buffalo Camp Bayou, nor within fifty (50') feet of any boundary line of Bayou Road or Lake Road as shown on plat of Lake Jackson Farms Subdivision, recorded in Volume 4 at Pages 20-21 of the Plat Records of Brazoria County Texas, except that on Lot 29 no building can be placed closer than thirty-seven (37) feet to Lake Jackson. Only one Single Family Residence and an attached garage shall be within one hundred-fifty (150) feet of the Lake. No detached auxiliary building, outhouse, outbuilding, detached garage, guest or servant's house, gazebo, barn, lot, pen, enclosure or structure of any kind or character to hold or house animals shall be constructed within one hundred and fifty (150') feet of any part of the water's edge of said lake as shown by said plat of Lake Jackson Farms Subdivision. No building or structure other than a fence shall be placed within twenty five (25') feet of any existing property line (except such line as might be formed by the water's edge of Lake Jackson or Buffalo Camp Bayou, or any boundary line of Bayou Road or Lake Road) except one building can be placed within 10 feet of the east property line of the Historical Area on Lake Jackson as described in Brazoria County Records Book 89695 Pages 120-121, which shall include any boundary or property line of any lot shown on said Plat of Lake Jackson Farms Subdivision, or any such line of any subdivision thereof. No hedge or fence shall exist on any of said property within fifty (50') feet of Lake Jackson or Buffalo Camp Bayou with a height of more than four (4') feet, except the Historical Area on Lake Jackson as described in Brazoria County Records Book 89695 Pages 120-121, and the adjacent old rubbish area on Buffalo Camp Bayou described in Brazoria County Deed Book 1099 pages 73-79. The terms "Single Family Residence," "house," "dwelling," "building," or "structure" wherever used herein with reference to building lines, shall include galleries, porches, porte-cocheres, steps, projections, eaves, air conditioning equipment and every other permanent part of the improvements. The restrictions as contained in this paragraph shall be subject to the following exceptions only:~~

Fence
50'
4'

- (a) A fresh water well, pump, motor, and pressure tank will be permitted not less than fifteen (15) feet from the side boundaries, provided the overall height of the installation does not exceed six (6) feet measured from ground level at the site, and is not housed. Installation of well equipment and accessories not less than twenty-five (25) feet from the side boundaries and not less than one hundred-fifty (150) feet from the Lake or Bayou may be of any size and may be housed.
- (b) Lake water pumps will be permitted not less than fifteen (15) feet from the side boundaries, and no closer to the lake than the water's edge, as shown on the plat of said Lake Jackson Farms Subdivision. The overall height of said installation measured from ground level at the site shall not exceed four (4) feet, and the installation shall not be housed by a building larger than four (4) feet in any dimension.
- (c) Location of docks with respect to side boundaries is not restricted except that joint docks shall have the prior written agreement of the lot owners involved. A signed copy of the agreement shall be filed with the Secretary of the Association.
- (d) Barbecue pits will be permitted less than fifty (50) feet from the water's edge and less than twenty-five feet from the side boundary line provided said pit does not exceed three and one-half (3.5) feet for the stack of said barbecue pit. All height measurements are to be measured from ground level at the site.
- (e) After 1952, open joint tile drain will not be permitted less than twenty (20) feet from the side or road boundaries, except the Bayou side of original Lot 4 replatted as Lot 2 in Brazoria County Plat Records Volume 16, pages 287-8 is limited to ten (10) feet minimum. Open joint tile drains will not be permitted less than fifty (50) feet from the waters edge of Lake Jackson or Buffalo Camp Bayou. The location of closed joint tile drains is not restricted except as provided in subparagraph (11).
- (f) No owner shall perform, or cause to be performed, any alterations to the existing natural drainage which would divert additional water across adjoining property or cause additional water to stand on adjoining property without prior written approval of the owners of said adjoining property. A signed copy of said written approval shall be filed with the Secretary of the Association.
- (g) Swimming pools will be permitted not less than ten (10) feet from the water's edge of the lake. If the swimming pool is less than fifty (50) feet from the water's edge of the lake, the maximum height of the swimming pool structure shall not exceed two (2) feet and a diving board structure will be permitted at a height not to exceed four (4) feet measured from ground level at the site. All other auxiliary equipment or structures in connection with a swimming pool will not be permitted less than fifty (50) feet from the water's edge of the Lake. No enclosures, screened or otherwise, or pool buildings that do not share a wall with and are not attached at the roof to the principal building or attached garage will be permitted within one hundred-fifty (150) feet of the water's edge of the Lake or Bayou, with the exception of Lot 58, which shall have a breezeway connecting the principal building with the pool house in existence on January 1, 2003 conforming with 15(1b)(1) above.
- (h) The words "water's edge" of said lake" wherever used in this deed shall be construed and defined to mean for all purposes as that line shown on the plat of Lake Jackson Farms Subdivision, recorded in Volume 4, at Page 20, et seq. of the Plat Records of Brazoria County, Texas.

(i) The building of a bulkhead at the shoreline is prohibited.²

(5) Restrictions based on race in the original restrictions are expressly rescinded. No discrimination based on race, national origin, or religion is condoned or supported by the Association.

(6) No garage or outbuilding shall be used as a residence or living quarters, with the exception of a guest house on said premises which may be occupied by servants engaged on the premises or immediate family members. These secondary buildings shall not be rented.

(7) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on the premises, or any part thereof. nor shall said premises or any part thereof be used for any business purposes whatsoever.

(8) The enjoyment and use of Lake Jackson, and the waters thereof by the GRANTEE, the heirs, successors and assigns of the GRANTEE shall be under and subject to such rules, regulations, control, limitations and provisions as might be prescribed by Association from time to time with reference thereto.

(9) GRANTEE, the heirs, successors and assigns of GRANTEE, shall not obstruct, impede or interfere with the flow of water or drainage through any ditches or drains constructed or which may be constructed by GRANTOR or Association on or across said lands, or obstruct, impede, or interfere with the GRANTOR'S right to withdraw water from Lake Jackson as provided in Section III, Paragraph (2), Subparagraphs (b and c).

(10) The riparian and littoral rights of the GRANTEE in and to the waters of Lake Jackson, and rights to take, divert or use any of said waters by or through appropriation, if any, are and shall be subject to complete control and regulation by the Association. The withdrawal of water from the Lake by the landowners for irrigation, domestic use, or for any other purposes can only be by permission of the Association and in conformity with such regulations as may be prescribed by Association.

(11) No rubbish, sewage, garbage, or refuse of any kind shall be allowed to enter the lake, either by the voluntary actions of the owners of property in Lake Jackson Farms Subdivision or otherwise.

(12) Until such time as a sanitary sewage system shall be constructed to serve the area comprising Lake Jackson Farms, a sewage disposal system constructed in accordance with the requirements set out by the County and/or State shall be installed by the GRANTEE, or the heirs, successors or assigns of GRANTEE to serve each building, and before installing any such sewage disposal system, the owner must have a building permit from the Association. The owner of any septic tank or other sewage disposal devices shall keep the same in good working order at all times and shall be responsible for any damage occasioned by his failure to do so.

(13) In the event of the violation of any of the restrictions, covenants, agreements or conditions with reference to the erection or existence of docks or piers, the existence or erection of fences or hedges, or any of those contained in paragraphs 9, 11 or 12 of this Section IV, the Association shall have the right to enter upon property where such

² Article 4 Item (i) passed 1999

violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass, provided the GRANTOR shall have no liability to the GRANTEE or the heirs, successors, or assigns of GRANTEE for any acts or omissions of the Association.

(14) The tract conveyed hereby is and shall be subject to an annual maintenance charge at the rate of one-fifth (1/5th) mill per square foot of area and ten (\$0.10) cents per lineal foot of lake frontage for the purpose of creating a fund to be known as the Maintenance Fund to be paid by the owners of said property in conjunction with a like charge to be paid by the owners of other property in this subdivision, payable annually on the first day of January of each year in advance, beginning January 1, 1946, to Association. The maintenance charge may be adjusted from year to year by Association, as the needs of the property, in its judgment, require, but in no event shall such charge be raised above two dollars (\$2.00) per lineal foot of lake frontage and one-half (1/2) mill per square foot of area, both values indexed by the Consumer Price Index (for all items) starting from 1992 at a value of 140.3. An owner of a tract not fronting on the lake shall not be subject to the lineal foot charge of lake frontage. The Historical Association area is exempt from the maintenance charge per the agreement filed in Brazoria County Records 91-003159. The Maintenance Fund arising from said charge to the extent available and so far as it may be sufficient, shall be used for maintenance, care, and improvement of the roadways and drainage ditches to be constructed by the GRANTOR, and for the maintenance, care and improvement of Lake Jackson; the construction of additional roads, walks, utilities, pathways, and recreational facilities; the drainage of the area included in said Lake Jackson Farms Subdivision; clearing of Lake Jackson and maintenance of water level of the lake and the general sanitation of the Lake Jackson Farms Subdivision; to pay all taxes on all property of Association, to pay all expenses of Association and to use the Maintenance Fund for such other purposes which in the opinion of the Association may benefit the property or the inhabitants of the Lake Jackson Farms Subdivision. GRANTEE in accepting this conveyance agrees and consents to said maintenance charge and to secure the payment of said maintenance charge a vendor's lien is hereby reserved by GRANTOR against the premises hereby conveyed, which said lien shall be inferior to any vendor's lien reserved by GRANTOR herein to secure the payment of purchase money and also inferior to any lien which may be placed upon the property for the improvement of the same. The vendor's lien reserved to secure the maintenance charge shall be assigned without recourse by the GRANTOR to Lake Jackson Association. The GRANTOR assumes no responsibility for the proper distribution or use of such funds.

(16) All of the restrictions, covenants, agreements, conditions, and maintenance charges hereinbefore set forth shall apply to the tract of land conveyed hereby and to all other tracts and blocks of land shown on said plat of Lake Jackson Farms Subdivision, and any and all subdivisions and tracts thereof, including Tracts A and B except the portion of Tract A deeded to the Lake Jackson Historical Association for historical preservation as described in Brazoria County Deed Book 89695 Pages 120-121, and which is subject to specific provisions contained in the deed of transfer and only to the restrictions contained in paragraphs numbered 5 and 8 through 14, both inclusive, of this Section IV. Except as otherwise provided in Section III, Paragraph (2), Subparagraphs (b and c), the use and enjoyment of the Lake by the GRANTEE shall be subject the rules and regulations promulgated by the Association.

(17) The GRANTEE accepts this conveyance subject to the restrictions, easements, covenants, and conditions herein set forth, which it is agreed shall be deemed to be covenants running with the land, and GRANTEE, the heirs, successors and assigns of GRANTEE covenant to and with the GRANTOR and its successors and assigns,

forever faithfully to observe and perform said several restrictions, conditions, and covenants, and each of them, and if the GRANTEE or any person claiming under GRANTEE shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions, covenants, or conditions, it shall be lawful, in addition to any other rights conferred under this instrument, for any person owning land in Lake Jackson Farms Subdivision which is subject to the same restrictions and conditions in respect to which default is made, the Association formed as provided for herein, or for the GRANTOR, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted.

(18) If any of the covenants, conditions, restrictions, liens, and charges contained herein shall be held to be invalid, or for any reason are not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

GHG
12.26.2002

Note: due to changes in pagination, page 21 is deleted with no loss of content.

ARTICLE VIII

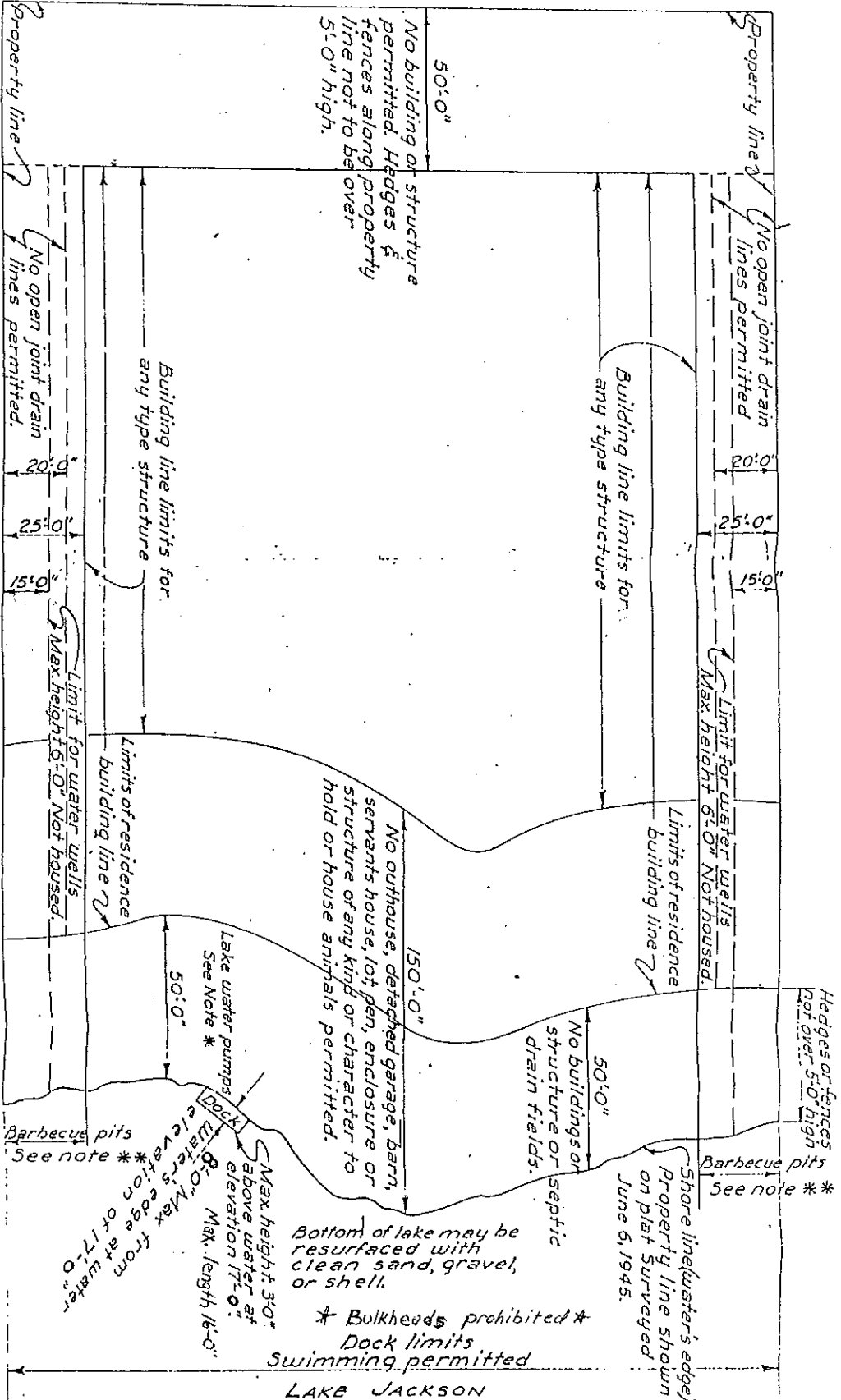
DEEDS, RULES, AND REGULATIONS
LAKE JACKSON ASSOCIATION

The drawing on the following page summarizes the various rules and regulations found in the deed and the bylaws of the Lake Jackson Association.

5/1/61
LFW:hri

Bayou or Lake Road Right of Way

49'-0"
Minimum to
fence line



- NOTES:
- * Lake water pumps within 50'-0" of lake front and no closer than 15'-0" of side boundaries shall not exceed 4'-0" in any dimension with or without housing.
 - ** Barbacue pits within 50'-0" of lake front and 25'-0" of side boundaries shall not exceed 3'-6" in height plus additional 3'-6" of height for stack.

* Bulkheads prohibited *
Dock limits
Swimming permitted

LAKE JACKSON

DEEDS, RULES AND REGULATIONS
OF
LAKE JACKSON FARMS ASSOCIATION