

MEADOWGREEN, SECTION TWO
CLEAR LAKE CITY
RESIDENTIAL RESTRICTIONS

STATE OF TEXAS)

COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

117-86-2562

That Friendswood Development Company, an Arizona corporation with a permit to do business in the State of Texas, having an office in Houston, Harris County, Texas, hereinafter called "Friendswood", being the owner of that certain tract of land located in Harris County, Texas which Friendswood has platted into a subdivision known as Clear Lake City, Core C, (Meadowgreen, Section Two), a map or plat of said subdivision, approved as required by law, having been filed for record and recorded in Volume 269, Page 1 of the Map Records of Harris County, Texas, to which reference is here made for all purposes, does hereby establish, adopt and promulgate the following Conditions, Covenants and Restrictions which shall be applicable to the lots in said subdivision. Reserves I and J as shown on the plat referenced above, are excluded from these Conditions, Covenants and Restrictions.

Part I

1. SINGLE FAMILY RESIDENTIAL CONSTRUCTION

Subject to paragraphs 9 and 10 below, each lot shall be used only for single family residence purposes. No building shall be erected, altered or permitted to remain on any lot other than one single-family detached residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars and bona fide servant's quarters, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full lot as defined on the recorded subdivision plat or any recorded replat thereof approved by Friendswood or its assignee.

2. ARCHITECTURAL CONTROL

No building or improvements of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by Friendswood or the Architectural Control Committee of the Clear Lake City Community Association, as to compliance with these restrictions and as to quality of materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation.

Friendswood Development Company retains the exclusive right to review and approve or disapprove all plans and specifications for original construction on lots in Meadowgreen, Section Two. The Architectural Control Committee appointed by the Board of Trustees of the Clear Lake City Community Association, is hereby given the right to approve plans and specifications for all changes, alterations and remodeling of construction subsequent to completion of original construction.

In the event that plans and specifications are properly submitted to Friendswood or the Clear Lake City Community Association as indicated above, and that body fails to approve or disapprove the required documents within thirty (30) days after receipt thereof, approval will not be required and the related architectural control covenants set out herein shall be deemed to have been fully satisfied.

Approval of plans and specifications shall not cover or include approval for any other purpose and specifically, but without limitation, shall not be construed as any representation as to, or responsibility for the design of the improvement or the ultimate construction thereof.

Return to: John Walsh FDC
16821 Buccaneer #230
Houston, Texas 77058

3. MINIMUM SQUARE FOOTAGE

117-86-2563

The living area of the main residential structure, exclusive of porches, garage and servants quarters shall not be less than 1,300 square feet for a one-story dwelling nor less than 1,600 square feet for a two-story structure. Two-story dwellings shall contain a minimum of 650 square feet on the ground floor, excluding any garage area.

4. BUILDING MATERIALS

The exterior materials of the main residential structure, and whether attached or detached, may be masonry, wood or a wood derivative hardboard product.

5. LOCATION OF IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front property line nor nearer to the side street line than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side or rear street line. Subject to the provisions of Paragraphs 2 and 6, no building shall be located nearer than five (5) feet to an interior side lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior side lot line. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of construction on a lot to encroach upon another lot.

For the purpose of these restrictions, carports shall be considered as garages and shall meet all the requirements for garages, including location, materials and construction. Access to corner lot garages directly from side streets is prohibited. Direct driveway access to El Dorado Blvd., Pineloch Drive and Texas State Highway 3 is specifically prohibited.

6. DEVIATIONS

Friendswood Development Company or its assignee, at its sole discretion, is hereby permitted to approve deviations in these restrictions on building area, location of improvements on the lot and building materials in instances where in its judgement, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will automatically amend these restrictions.

7. COMPOSITE BUILDING SITES

Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block. Any revision of lot sizes may be made only with written approval of Friendswood.

8. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, and no structure shall be erected on any of such easements. Neither Friendswood nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flower or improvements of the owner located on the land covered by such easements.

An underground electrical distribution system will be installed in that part of Meadowgreen Section Two designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Meadowgreen, Section Two. The Owner of each Lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Underground Residential Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Friendswood (except for certain conduits where applicable) upon Friendswood's representation that the Underground Residential Subdivision is being developed for single-family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the Lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of Lot Owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a Lot where a dwelling of a different type is located unless (a) Friendswood has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the Owner of such Lot, or the applicant for service, shall pay to the company the sum of (i) \$1.00 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot over the cost of equivalent overhead facilities to serve such Lot, plus (ii) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary.

CROSSING OF EASEMENTS

Easements for the underground service may be crossed by driveways and walkways provided the lot owner makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installs the necessary conduit of approved type and size under such driveway or walkways prior to construction thereof. Such easement for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Friendswood nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the owner located on the land covered by such easements.

In the event that audio and video communication services and facilities are made available to any of said lots by means of an underground coaxial cable system, there is hereby reserved to the company furnishing such services and facilities a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by the company furnishing the service from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon the lot, and in a direct line from the nearest utility easement to the point of connection.

9. PROHIBITION OF CERTAIN ACTIVITIES

No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residence purposes. Business operations and activities are specifically prohibited except on those lots which may be designated by Friendswood to be used for Residential Sales Offices or Construction Offices for a maximum period of seven (7) years from the date hereof. Radio transmitting and receiving equipment including antennae may be installed on or in said sales offices so long as the facility is utilized as a Residential Sales Office. No noxious odors or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

10. TEMPORARY STRUCTURES AND OUT BUILDINGS

No structures of a temporary character, recreational vehicle, mobile home, trailer, basement, tent, shack, garage, barn, playhouse or other outbuilding shall be used on any Lot at any time as a residence. Out buildings, or structures, whether temporary or permanent, used for accessory, playhouse, storage or other purposes shall be limited to eight feet in height and one hundred (100) square feet in area and must be approved in accordance with Section 2, Part 1 of these Restrictions. Temporary structures may be used as sales offices or as building offices and for other related purposes by residential builders during the construction period. Such structures shall be inconspicuous and sightly and shall be removed at completion and sale of all construction of this subdivision.

11. ANIMAL HUSBANDRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets (not to exceed two of each category) provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the subdivision and must be controlled on a leash if they are not on the Owner's property.

12. WALLS, FENCES AND HEDGES

No wall, fence, planter or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front lot line than the front building setback line. On corner lots, fences may be built on side lot lines. No rear fence, wall, or hedge and no side fence, wall or hedge located between the side building line and the interior lot line shall be more than six (6) feet high. Chain link or wire mesh fencing material are prohibited. Friendswood or its assignee is hereby permitted to grant deviations in height, construction materials and location of fences and walls which in its judgement will result in a more beneficial use.

13. ANTENNAE

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Subject to paragraph 8 above, no electronic, radio, television or other type of antenna shall be constructed, erected, placed or permitted to remain on any lots, houses or buildings in this subdivision unless it is located at the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be completely hidden from sight when viewed from the fronting street on interior lots and when viewed from the fronting and siding street on corner lots.

14. VISUAL SCREENING

All clotheslines, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the premises, and not allowed to accumulate thereon.

15. VISUAL OBSTRUCTIONS AT THE INTERSECTIONS OF PUBLIC STREETS

No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

16. LOT MAINTENANCE

All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and neatly maintained and shall in no event use any lot for storage of material and equipment except for normal residential purposes or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish.

17. ENFORCEMENT

In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the requirements herein set forth, such default continuing after ten (10) days' written notice thereof, Friendswood Development Company or Clear Lake City Community Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the above described property in favor of Friendswood Development Company or Clear Lake City Community Association but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Friendswood Development Company or not.

18. STORAGE OF AUTOMOBILES; BOATS, TRAILERS, OTHER
VEHICLES AND EQUIPMENT

117-86-2567

No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored permanently or semi-permanently on any public street, right-of-way front yard area or on driveways. Permanent or semi-permanent storage of such vehicles or items must be completely screened from public view either within the garage or behind a solid fence. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for 48 or more consecutive hours.

19. SIGNS, ADVERTISEMENTS, BILLBOARDS

No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the properties or any Lot except one sign for each building site of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the property for sale or rent, or except signs used by Friendswood to advertise the property during the construction and sales period. Friendswood or Clear Lake City Community Association shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lots, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

20. REMOVAL OF DIRT AND TREES

The digging of dirt or the removal of dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of written approval for such cutting by Friendswood or Clear Lake City Community Association, given in their sole discretion.

21. SIDEWALKS

Before the dwelling unit is completed or occupied, the Lot owner shall construct a concrete sidewalk in the public street right-of-way, four (4) feet in width parallel to the street curb generally two (2) feet from the Lot boundary and shall extend to the projection of the Lot boundary lines into the street right-of-way and/or street curbs at corner Lots. Placement of sidewalks in public rights-of-way around the terminum of cul-de-sac streets shall follow the pattern of the incoming sidewalk (as proposed or built) on adjacent lots. Generally, the sidewalk shall be placed two feet from the front lot line toward the street. The intent of this guide is to insure a continuous walk around the terminus. Owners of corner lots shall install such a sidewalk parallel to the front Lot line and the side street Lot line. The Friendswood Development Company Architectural Control Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations as to geometric sidewalk placement or construction materials. Said deviations shall automatically amend these restrictions with respect to the lot (s) involved.

22. ROOFING MATERIAL

The roof of any building shall be constructed or covered with: (1) wood shingles (2) asphalt or composition type shingles having a minimum weight classification of 270 pounds per square, comparable in color to weather wood shingles and comparable in surface textural appearance to wood shingles; the decision of such comparison rests with the Friendswood Development Company Architectural Control Committee or its assignee, or (3) crushed marble, slag or pea gravel set in a built up type roof on roof surface not visible from the fronting street. Any other type roofing material shall be permitted only at the sole discretion

23. COMMUNITY SERVICES AND CHARGES

Reference is hereby made to the Community Services Charge created by that certain instrument executed by Friendswood, dated July 29, 1963, and recorded in Volume 5205, Page 384, of the Deed Records of Harris County, Texas, and the provisions of such instrument creating said Community Services Charge are hereby incorporated in these Restrictions as it set out herein in full. Such provisions shall be binding upon each respective lot and all succeeding owners thereof from and after the delivery of the deed to each such lot regardless of whether or not such provisions are contained in such deed and may be enforced against the owner of such lot in the same manner as the restrictions and covenants herein contained.

Each homeowner and his immediate family residing in Clear Lake City, a subdivision in Harris County, Texas, shall have a right and easement of enjoyment in and to the Community Recreation Center for Clear Lake City, recreation facilities, parks and other Common Areas of the Clear Lake City Community Association, and such easement shall be appurtenant to, and shall pass with, the title to every residential lot in Clear Lake City assessed with the Community Services Charge, subject to the following limitations:

- (a) the right of the Clear Lake City Community Association, Inc., to limit the number of guests of residents;
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated in the Community Recreation Center or upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Community Recreation Center or the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the lot owners hereunder; and
- (d) the right of the Association to suspend the right to use of the recreational facilities and Common Area by a resident for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations.

Part II

1. These Covenants and Restrictions are to run with the land, and shall be binding upon Friendswood and its successors and assigns and all persons claiming under them and all subsequent owners of the above-described lands, and any part thereof or lot therein, for a period extending until July 1, 2006, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; provided, that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this

document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

117-86-2569

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the Covenants and Restrictions, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by Friendswood, or its successors or assigns, or by the Association collecting and administering the Community Services Charge. Any notice required to be given herein shall be regarded as given when mailed, postpaid, to the lot owner at his last known address.

3. Invalidation of one or more of these Covenants and Restrictions, by judgment or court order or otherwise, shall in nowise affect any other covenant, restriction or condition, and all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.

4. It is specifically provided that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith, upon said lots or any of them, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein contained.

"First City National Bank", a national banking association with offices in Houston, Harris County, Texas, as lienholder of the hereinabove described land, has hereunto caused its name to be signed and its seal to be affixed, and the same to be done and attested by the signatures of its duly authorized officers for the purpose of consenting to ratifying, confirming and adopting this Declaration of Covenants, Conditions, and Restrictions and for the purpose of subordinating its lien to the same.

EXECUTED this 19th day of December, 1978. /dy

FRIENDSWOOD DEVELOPMENT COMPANY

By:

G. L. McGonigle
Vice President
G. L. MCGONIGLE



ATTEST:

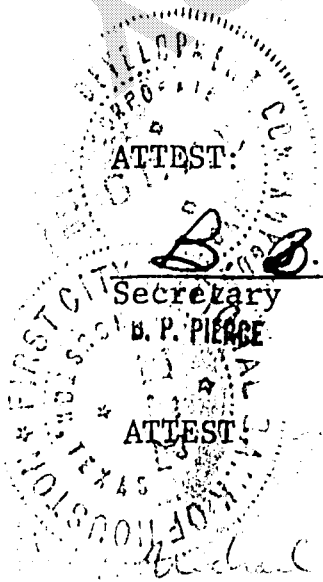
B. P. Pierce
Secretary
B. P. PIERCE

ATTEST:

FIRST CITY NATIONAL BANK

By:

[Signature]

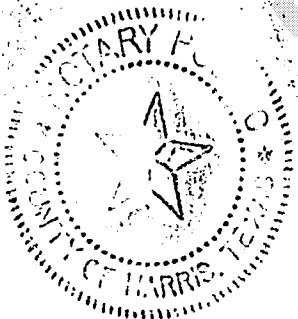


STATE OF TEXAS)
)
COUNTY OF HARRIS)

117-86-2570

BEFORE ME, the undersigned authority, on this day
personally appeared G. L. McGONIGLE,
Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, a corporation,
known to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed,
as the act and deed of said corporation, and in the capacity
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day
of December, 1978.



Mona H. Minter
Notary Public in and for
Harris County, Texas

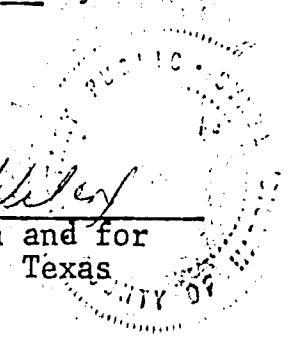
Mona H. Minter
My Commission Expires:
12-31-80

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally
appeared Gordon McFluth, Vice President of
FIRST CITY NATIONAL BANK, a national banking association, known to
me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed, as the act and
deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of
December, 1978.

Deborah L. Wilkey
Notary Public in and for
Harris County, Texas



117-86-2571

FILED

JAN 11 12 55 PM 1979

Quita Roddebeaux
COUNTY CLERK
HARRIS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

JAN 11 1979



Quita Roddebeaux

COUNTY CLERK,
HARRIS COUNTY, TEXAS