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11-07-33

PROTECTIVE COVENANTS

STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS X

THIS DECLARATION, made on the date hereinafter set forth by the RYLAND GROUP INCORPORATED, a Maryland Corporation with a permit to do business in the State of Texas, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of Land containing 1.830 acres (79,828 square feet) situated in the Sarah Deel League, Abstract 13, Harris County, Texas, and being in Block 7 of Clear Lake City, Section One, as recorded in Volume 100, Page 56, of the Harris County Map Records, and which property is more particularly described in the attached Exhibits "A" and "B".

WHEREAS, said property heretofore was subjected to certain covenants, restrictions and reservations recorded under File Number J-077136, Film Code Number 054-97-1339, and File Number J-097721, Film Code Number 056-83-0777, of the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Declarant desires to hold, sell and convey said property subject to the following additional covenants, restrictions, reservations, and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of such property;

NOW, THEREFORE, Declarant hereby adopts the following conditions, covenants, and restrictions which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land and which shall be applicable to the lots in said property and shall run with the land and shall bind all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

PART I

(1) The land shall be used for single-family patio home units, and no buildings, structures, or improvements shall be erected, maintained, or permitted upon any portion of such land other than such buildings, structures, or improvements as are customarily incident or auxiliary to the aforesaid uses.

(2) No building or other improvements shall be constructed on the land until plans and specifications have been submitted to, and have been approved by, Friendswood Development Company ("Friendswood") or its assigns, which approval shall not be unreasonably withheld. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, Friendswood may allow reasonable variances as to any of the covenants, conditions, or restrictions contained herein, under the jurisdiction of Declarant; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the land. Friendswood or its assigns or Declarant shall not be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications for approval agrees, by submission of such plans and specifications and every Owner agrees that he will not bring any action or suit against Friendswood or its assigns or Declarant.

(3) All lots created with and on the land shall abut and have access to a public street. Public street rights-of-way are shown on the plat of Clear Lake City, Section One, recorded in Volume 100, Page 56, of the Map Records of Harris County, Texas.

(4) All lots created with and on the land shall be conveyed subject to a three-foot (3') wide easement adjacent to one (1) side lot line of each lot, which easement shall be for the benefit of the adjacent lot. The following rules prescribe the terms, conditions, and uses of said easements, both by the owner of the easement (the dominant tenement) and the owner of the land under the easement (the servient tenement).

(a) The owner of the dominant tenement (the lot which is benefited by the easement), except as otherwise provided in this section, shall have the exclusive use of the surface of the easement area for the sole and only purpose of the maintenance, painting, repairing, and rebuilding of the side privacy wall, fence, or cave which are situated adjacent and abutting the easement area.

(b) The owner of the land under the easement (the servient tenement) shall have the right, at all reasonable times, to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.

(c) The owner of the servient tenement shall have the right of surface drainage over, along, and upon the easement area for water resulting from the normal use of the servient tenement, and the dominant tenement shall not use the easement area in such a manner as will interfere with such drainage.

(d) The owner of the easement (the dominant tenement) shall not attach any object to the side of the privacy wall, fence, or eave facing onto the easement area. No structure shall be constructed or placed upon the easement area by either the owners of the dominant or servient tenement.

(e) The owner of the dominant tenement, as a condition to the exercise of the right of access provided for, shall indemnify and hold harmless the owner of the servient tenement from damage to shrubs, plants, flowers, trees, lawn, sprinklers, hose bibs, and other landscaping directly resulting for the exercise of such right.

(f) The owner of the servient tenement shall indemnify and hold harmless the owner of the dominant tenement from damage to the wall and/or building located on the dominant tenement, which damage is caused by any use of the easement area by the servient tenement.

(5) No part of the land shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes, except Declarant, its successors or assigns, may use the property for a model home site and display and sales office during the construction and sales period.

(6) The living area of any patio home unit constructed on the land shall not be less than 1,200 square feet for a one-story dwelling nor less than 1,500 square feet for a two-story structure. Two-story dwellings shall contain a minimum of 800 square feet on the ground floor. No more than one dwelling shall be built on any one lot or building site.

(7) No building shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Each patio home unit shall be designed and constructed in such a manner as to incorporate a privacy wall of masonry or wood without windows, doors, or openings, the exterior surface of which shall be located adjacent and abutting a side lot line. There shall be a building setback of ten feet (10') between the abutting side lot and the residence house on the adjoining lot. The residence house shall be constructed a minimum of ten feet (10') from the rear lot line,

excluding patios, patio covers, trellises, and like improvements. During original construction, Friendswood or its assignee, at its sole discretion, is hereby permitted to approve deviations in the location of improvements upon the lot subject to setbacks shown on the recorded plat and previous recorded instruments.

(8) No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to the public view on any portion of the land except one sign for each building site of not more than twenty-four inches (24") by thirty-four inches (34") for the purpose of advertising the property for sale or rent. Friendswood or its assigns shall have the right to remove any sign, advertisement, or billboard or structure which is placed on said land or lots in violation of this section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

(9) No noxious or offensive trade or activity shall be conducted, whether for profit or not, on the land or any lot which is not related to single-family residence purposes. Sales operations may take place on those lots which may be designated by Declarant to be used for sales offices or model homes for a maximum period of one (1) year from the date hereof. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance or which will degrade property values or distract from the aesthetic beauty of the land shall be conducted.

(10) No structure of a temporary character, recreational vehicle, trailer, basement, tent, shack, garage, barn, playhouse, or other outbuilding shall be constructed, erected, altered, placed, or permitted to remain on the land or any lot at any time as a residence or other use, either temporarily or permanently, except such buildings or structures as may be hereafter permitted. Temporary structures may be used as building offices, sales offices, and for other related purposes during the construction period, if such structures are approved by Friendswood or its assigns.

(11) Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit constructed on the land or upon a lot (not to exceed a total of two (2) pets, provided they are not kept, bred, or maintained for any commercial purpose). Notwithstanding the foregoing, no animals or fowl may be kept on the land or on a lot which results in an annoyance or are obnoxious to residents in the vicinity.

(12) No trailer, camper, recreational vehicles, motorcycle, inoperative vehicle, boat, truck larger than a three-quarter (3/4) ton pickup, similar equipment shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view whether within the garage or behind a solid fence.

(13) No wall, fence, planter, hedge in excess of three feet (3') high shall be erected or maintained nearer to the front lot line than the front building setback line. No rear fence, wall, or hedge and no side fence, wall, or hedge shall be more than eight feet (8') high, and each must be approved by Friendswood or its assignee prior to construction. All rear lot fences shall be placed within twelve inches (12") of the rear property line. Friendswood or its assignee, at its sole discretion, is hereby permitted to grant deviations in height, location, and construction materials related to fences and walls which in their judgment will result in a more beneficial use. Any wall, fence, or hedge erected as protective screening on the land or on a lot by Declarant shall pass ownership with title to the property, and it shall be the owner's responsibility to thereafter maintain said protective screening.

(14) The drying of clothes in public view is prohibited, and the owners or occupants or any patio home units constructed on the land and located at the intersections of streets or adjacent to parks, playgrounds, greenbelts, or other facilities where the rear or side yard or portion of the patio home unit lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles, or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, as to conceal them from view of neighboring patio home unit lots and public areas.

(15) All patio home unit lots shall be kept at all times in a sanitary, healthful, and attractive condition, and the owner or occupants of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereof 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 except by use of an incinerator approved by Friendswood or its assignee and then only during such condition as permitted by law. In the event of default on the part of the owner or occupant of any lot in observing the above requirements, or any of them, such default continuing after ten (10) days' written notice thereof, Friendswood or its assignee, may

without liability to the owner or occupant, in trespass or otherwise enter upon said lot, cut, 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 or its assignee 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 Declarant or not.

(16) No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed, or permitted to remain on any lots, houses, or buildings constructed in this subdivision. Television antennae may be attached to the house; however, the antennae's location shall be restricted to 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 hidden from sight when viewed from the fronting street. No antennae shall be erected as a free-standing structure.

(17) The digging of dirt or the removal of any 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.

(18) All drainage of water from any lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water may drain or flow into adjacent streets and shall not be allowed to drain or flow upon adjoining lots unless an easement for such purpose is granted.

(b) All slopes or terraces on any lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

(c) No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken within the property of any portion thereof by any owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

(19) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and

one or more vent stacks and antennae, as set forth in paragraph 16 above.

(20) No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed, or maintained on or in any residential building on any part of the property.

(21) The property described herein being a part of the greater community development known as Clear Lake City, is subject to a community services charge provided for in that certain instrument dated July 29, 1963, and recorded under File No. B 731706, Film Code No. 093-12-0173 in the Official Public Records of Real Property of Harris County, Texas which instrument is fully incorporated herein and made a part hereof for all purposes. The particular purposes for which the "Community Services Fund" built from said charge may be used are set out in the above-reference instrument. In general, said fund is to be used to render constructive civic service, to promote the social welfare and to promote and provide educational and recreational services and facilities to residents and owners of property in Clear Lake City subject to the community services charge. Therefore, it is covenanted and agreed that each Lot on this property, in accordance with the terms of the aforesaid community services charge instrument, is hereby subjected to an annual community services charge in the initial amount of eight (8) mills per square foot, subject to adjustment as provided for in the referenced instrument, to be paid to the Clear Lake City Community Association, Inc., annually on the date as set by the Clear Lake City Community Association Board of Trustees, except that when Declarant conveys a Lot with a residence house, the purchaser or owner shall pay that fractional part of the annual community service charge, the numerator of which shall be the number of months between the calendar month next following said conveyance and the month in which the community services charge is due, and the denominator of which shall be twelve (12). The charge and assessment against each Lot shall constitute and be secured by a lien thereon as provided for in the instrument aforesaid. The Community Services Fund shall be administered by said Clear Lake Community Association, Inc., in accordance with provisions of said instrument, and in the event of any conflict between any portion of this paragraph and any portion of said instrument, the latter shall govern and control.

PART II

(1) These covenants are to run with the land, and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all subsequent property owners of said above-described lands, and any part of same, for a period extending 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. Deed 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.

(2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner or owners of any of said lots or by Friendswood or its successors or assigns or by Declarant or its successors or assign, or by the Association collecting and administering the Community Services Charge.

(3) Invalidation of one of more of these covenants, by judgment or court order or otherwise, shall in nowise affect any other covenant, restriction or condition, but 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 hereinafter may be placed of record, or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein contained.

IN WITNESS WHEREOF The Ryland Group Incorporated has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be done and attested by the signature of its duly authorized officers this 28th day of October, 1983.

ATTEST:

RYLAND GROUP INCORPORATED

Emileah L. Langdon

Salvatore T. Calleri
SALVATORE T. CALLERI

V.P. Operatus
The Ryland Group, Inc.
THE RYLAND GROUP, INC.

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064.82.0074

STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared SALVATORE T. CALLERI, known to me to be the person whose name is subscribed to the foregoing instrument as vice-President of THE RYLAND GROUP INCORPORATED, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said THE RYLAND GROUP INCORPORATED and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28th day of October, 1983.



Dorothy Marrone
Notary Public in and for Harris County, Texas

DOROTHY MARRONE
My Commission Expires 9-26-84

METES AND BOUNDS DESCRIPTION
1.0521 ACRES (45,828 SQUARE FEET)
PARCEL 1

Being 1.0521 acres (45,828 square feet) of land situated in the Sarah Deel League, Abstract 13, Harris County, Texas, and being out of a 1.83 acre Unrestricted Reserve in Block 7 of Clear Lake City, Section 1, as recorded in Volume 100, Page 56 of the Harris County Map Records; said 1.0521 acres (45,828 square feet) of land being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at a 5/8 inch iron rod found for the most southerly end of a 20-foot radius curve located at the intersection of the south right-of-way line of Saturn Lane, based on 60 feet in width, with the west right-of-way line of Bonanza Road, based on 60 feet in width, and being the most easterly northeast corner of the herein described tract of land;

THENCE S 23° 14' 00" W 80.00 feet, with the west right-of-way line of said Bonanza Road, to a 5/8 inch iron rod set for the southeast corner of this tract;

THENCE N 66° 46' 00" W 460.00 feet, passing at 100.00 feet a 5/8 inch iron rod set for the northeast corner of Lot 4 of said Block 7, to a 5/8 inch iron rod set for the northwest corner of Lot 1 of said Block 7 and being the southwest corner of this tract and also being in the east right-of-way line of Ramada Drive, based on 60 feet in width;

THENCE N 23° 14' 00" E 80.00 feet to a 5/8 inch iron rod set for the beginning of a 20-foot radius curve located at the intersection of the east right-of-way line of said Ramada Drive with the south right-of-way line of said Saturn Lane and being the most westerly northwest corner of this tract;

THENCE 31.42 feet, with the arc of a curve to the right whose chord bears N 68° 14' 00" E 28.28 feet and having a central angle of 90° 00' 00" and a radius of 20.00 feet, to a 5/8 inch iron rod set for the end of the curve and being the most northerly northwest corner of this tract;

THENCE S 66° 46' 00" E 420.00 feet to a 5/8 inch iron rod found for the beginning of said 20-foot radius curve located at the intersection of the south right-of-way line of said Saturn Lane with the west right-of-way line of said Bonanza Road and being the most northerly northeast corner of this tract;

THENCE 31.42 feet, with the arc of a curve to the right whose chord bears S 21° 46' 00" E 28.28 feet and having a central angle of 90° 00' 00" and a radius of 20.00 feet, to the PLACE OF BEGINNING and containing 1.0521 acres (45,828 square feet) of land.

P. L. Willms

Peter L. Willms
Registered Public Surveyor
Texas Registration No. 1742



Texas Land Surveying Company
P.O. Box 5925 Pasadena, Texas 77508
Job No. 0015-128A July 25, 1983

METES AND BOUNDS DESCRIPTION
0.7805 ACRE (34,000 SQUARE FEET)
PARCEL 2

Being 0.7805 acre (34,000 square feet) of land situated in the Sarah Deel League, Abstract 13, Harris County, Texas, and being out of a 1.83 acre Unrestricted Reserve in Block 7 of Clear Lake City, Section 1, as recorded in Volume 100, Page 56 of the Harris County Map Records; said 0.7805 acre (34,000 square feet) of land being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

COMMENCING at a 5/8 inch iron rod found for the most southerly end of a 20-foot radius curve located at the intersection of the south right-of-way line of Saturn Lane, based on 60 feet in width, with the west right-of-way line of Bonanza Road, based on 60 feet in width;

THENCE S 23° 14' 00" W 80.00 feet, with the west right-of-way line of said Bonanza Road, to a 5/8 inch iron rod set for the PLACE OF BEGINNING and being the northeast corner of the herein described tract of land;

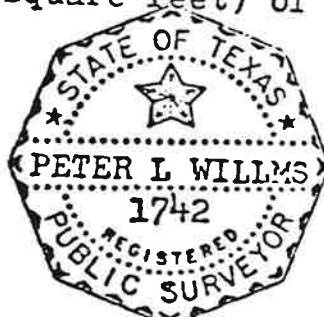
THENCE S 23° 14' 00" W 340.00 feet, with the west right-of-way line of said Bonanza Road, to a 5/8 inch iron rod found for the southeast corner of this tract;

THENCE N 66° 46' 00" W 100.00 feet to a 5/8 inch iron rod set for the southwest corner of Lot 5 of said Block 7 and being the southwest corner of this tract;

THENCE N 23° 14' 00" E 340.00 feet to a 5/8 inch iron rod set for the northwest corner of Lot 4 of said Block 7 and being the northwest corner of this tract;

THENCE S 66° 46' 00" E 100.00 feet to the PLACE OF BEGINNING and containing 0.7805 acre (34,000 square feet) of land.

P. L. Willms
Peter L. Willms
Registered Public Surveyor
Texas Registration No. 1742



Texas Land Surveying Company
P.O. Box 5825 Pasadena, Texas 77508
Job No. 0015-128B July 25, 1983

FILED

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Christina Williams
COUNTY CLERK
HARRIS COUNTY, TEXAS

HOLD

HOUSTON TITLE/CLEAR LAKE

GF # Special

ATTN: Alvarez