

158-38-0528

STATE OF TEXAS |
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, effective October 1, 1972, Friendswood Development Company, Lockheed Properties, Inc., North American Rockwell Corporation, and the University of Houston, as sole owners of land in Clear Lake City University Park, have executed with each other an instrument rescinding and abolishing the covenants, restrictions, and reservations applicable to said Clear Lake City University Park evidenced by instrument dated May 29, 1963, recorded in Volume 5134, Page 432, as amended by instruments dated September 7, 1966, recorded in Volume 6577, Page 571, dated January 26, 1967, recorded in Volume 6706, Page 461 and dated April 1, 1967, recorded in Volume 6837, Page 504 of the Deed Records of Harris County, Texas, to all of which reference is here made for all purposes; and

WHEREAS, Friendswood Development Company is the owner of a certain portion of the land affected by the aforesaid covenants, restrictions, and reservations and North American Rockwell Corporation is the owner of certain portions of said land; and

WHEREAS, Friendswood Development Company, hereinafter called "Friendswood", and North American Rockwell Corporation, hereinafter called "North American Rockwell", desire to subject the land owned by them respectively to the covenants, restrictions, and reservations hereinafter set forth in lieu of, and in substitution for, the covenants, restrictions, and reservations rescinded and abolished as aforesaid;

Section I

NOW, THEREFORE, Friendswood for itself and its successors and assigns does hereby declare that the land owned by it and located in Harris County, Texas, and described in Exhibit "A" attached hereto and incorporated herein for all purposes, is and shall be held, transferred, sold, conveyed, leased, subleased, and occupied subject to the covenants, restrictions, and reservations hereinafter set forth.

1. Purpose: The real property described in Exhibit "A" is subject to Restrictive Covenants to insure proper use and appropriate development and improvement of each home or building site; to protect the owners of each site against improper use of surrounding sites which will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on each site; to prevent haphazard and inharmonious improvement of building or home sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type quality of improvement on said property.
2. Land Restricted to Specific Purposes: Subject to the other provisions of this paragraph, none of the real property described in Exhibit "A" shall be used for other than the specific purposes set out in Subparagraph 3 of this Section I.
3. Scope of Activity Permitted: All lots or tracts of the aforementioned property and all dwellings, buildings, and facilities constructed thereon, shall be used exclusively for one or more of the following purposes:
 - (a) residential purposes, including, without implied limitation, townhouses, apartment houses, and condominiums, but not including mobile homes;
 - (b) office buildings;
 - (c) retail commercial activities or businesses;
 - (d) schools, parks and/or playgrounds.

Such buildings, structures, or other improvements as are customarily incident or auxiliary to the permitted use, and located on the same lot or parcel of land shall be permitted; provided, however, that the above-specified uses shall not be construed to permit the operation of a garage or gasoline service station, except that a gasoline service station shall be permitted at the southeast corner of the intersection of Space Center Boulevard and Bay Area Boulevard; and provided further, that the above-specified

uses shall not be construed to permit the operation of a prescription pharmacy or drug store until on or after February 15, 1995.

4. Setback Lines: Building setback lines for office buildings and for retail commercial facilities shall be fifty (50) feet from Space Center Boulevard and Bay Area Boulevard and thirty (30) feet from any other street. However, service station pump islands, canopies, and other dispensing equipment installed at the service station location permitted above, may be located no closer than fifteen (15) feet from Space Center Boulevard and Bay Area Boulevard.

Residential - Building setback lines for residential buildings and related structures shall be as follows:

Apartments and Condominiums - Forty (40) feet from Bay Area Boulevard and Space Center Boulevard and fifteen (15) feet from any other street or plat boundary. Garages, carports or other parking structures shall be thirty (30) feet from Bay Area Boulevard and Space Center Boulevard and fifteen (15) feet from any other street and ten (10) feet from any plat boundary.

Townhouses - Forty (40) feet from Bay Area Boulevard and Space Center Boulevard, twenty (20) feet from any other public street, fifteen (15) feet on all lots fronting on any other street and ten (10) feet on all lots that side on any other street or upon a plat boundary. Garages, carports or other parking structures shall be thirty (30) feet from Bay Area Boulevard and Space Center Boulevard, twenty (20) feet from any other public street, and ten (10) feet from any plat boundary.

Quadriplexes or Duplexes and All Related Parking Structures - Forty (40) feet from Bay Area Boulevard and Space Center Boulevard, fifteen (15) feet on lots fronting or backing any other street, and ten (10) feet on lots siding on any other street or upon a plat boundary.

Single-Family Detached - Fifty (50) feet from Bay Area Boulevard and Space Center Boulevard, twenty-five (25) feet on lots fronting

on any other street, ten (10) feet on lots siding on any other street and five (5) feet from any other property line or plat boundary, 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 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 the construction on a lot to encroach upon another lot.

5. Vehicular Access: Driveways serving individual residential dwellings, including townhouses, condominiums or individual apartment buildings, apartment housing units, or apartment house parking areas shall not open directly upon the major external thoroughfares of Bay Area Boulevard, Gemini Avenue, Space Center Boulevard, or Astro Circle. Vehicular access to or from residential lots, apartment house units, or parking areas that front on or are adjacent to the above-named external streets or roadways shall be permitted only by private or dedicated internal streets that are an integral part of the site development plan.
6. Submission of Plans: No building or other improvements of any kind shall be constructed on the land subject to these restrictions, whether then owned by Friendswood or some third party, until plans and specifications, including specifications for materials, elevations, signs, building location, and site and landscaping plans and plans for off-street parking of vehicles and the underground installation and maintenance of all utilities have been submitted to and have been approved by Friendswood or its assigns. All such plans for exterior design shall conform to and be in harmony with other existing structures or schemes of design established for the area in which the land is located. All construction specifications must be in conformity with Friendswood's Clear Lake City Commercial and Residential Building Standards as same provide as of the date of submission. Friendswood shall either approve or disapprove any plans submitted to it within thirty (30) days from the date on which they are submitted to it, and failure

to either approve or disapprove within this period shall constitute approval of said plans.

7. Right-of-Way Easements: Each owner and tenant of property subject to these restrictions hereby agree to cooperate with Friendswood in the planning of all easements necessary and reasonable for the further development of said property, and which do not interfere with present use or future development of its property. Easements may include those for gas, water, sewage, telephone, entrance and access roads, electrical lines and drainage. Nothing contained in this section shall be deemed to require the purchaser to grant any easements, except in those instances where such easement shall be a specific requirement of the sale from Friendswood.
8. Walls or Fences: Any walls or fences constructed along or adjacent to either Bay Area Boulevard or Space Center Boulevard must be of masonry construction and may not exceed six (6) feet in height.
9. Amendment: Except as otherwise set forth herein, these covenants and restrictions shall not be amended or abolished without the written approval of Friendswood and Lockheed, nor shall any additional restrictions or covenants be placed on the property covered hereby before July 1, 2003, without the prior written approval of Friendswood.
10. Separability: In validation of any of these covenants or any part thereof by judgments or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.
11. Special Provision: Notwithstanding anything herein to the contrary, any right of user shown on any plat or plats of the area covered hereby, or any part thereof, in favor of Exxon Corporation, successor in interest to Humble Oil & Refining Company, for the exercise of its ownership of the oil, gas and other minerals in and under the area covered hereby, or any such right of user (for the exercise of its ownership of the oil, gas and other minerals in and under the area covered hereby) reserved by Exxon in connection with any sale of unplatted land in such area shall be considered and construed as a permissive use and shall not be considered and construed as a violation of any of the terms thereof.

AND, NOW THEREFORE, North American Rockwell for itself and its successors and assigns does hereby declare that the land owned by it and located in Harris County, Texas, and described in Exhibit "B" attached hereto and incorporated herein for all purposes, is and shall be held, transferred, sold, conveyed, leased, subleased, and occupied subject to the covenants, restrictions, and reservations hereinafter set forth.

1. Purpose: The real property described in Exhibit "B" is subject to Restrictive Covenants to insure proper use and appropriate development and improvement of each home or building site; to protect the owners of each site against improper use of surrounding sites which will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable material; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on each site; to prevent haphazard and inharmonious improvement of building or home sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type quality of improvement on said property.
2. Land Restricted to Specific Purposes: Subject to the other provisions of this paragraph, none of the real property described in Exhibit "B" shall be used for other than the specific purposes set out in Subparagraph 3 of this Section.
3. Scope of Activity Permitted: The property conveyed hereby shall be used for the purpose of locating, constructing, maintaining, and operating thereon one or more general office buildings, apartment houses, condominiums, or townhouses and for no other purpose or purposes; provided, however, that any office building or buildings developed upon the property shall be used for office purposes only, except that a cafeteria for the exclusive use of the tenants of such building or buildings and their employees, may be

maintained and operated therein. Such buildings, structures or other improvements as are customarily incident or auxiliary to the permitted use, and located on the same lot or parcel of land shall be permitted.

4. Setback Lines:

Office Buildings - The front building setback line shall be forty (40) feet from Gemini Avenue or Saturn Lane and thirty (30) feet from any other street. The side building setback line shall be thirty (30) feet from any street. The minimum building setback line shall be ten (10) feet from any interior property line.

Apartments, Condominiums and Townhouses - The minimum building setback line, including the building setback lines for garages, carports or other parking structures, shall be twenty (20) feet from any public street, fifteen (15) feet on all lots fronting on any other street, ten (10) feet on all lots siding on any other street and ten (10) feet from any plat boundary.

5. Vehicular Access: Driveways serving individual residential dwellings, including townhouses, condominiums or individual apartment buildings, apartment housing units, or apartment house parking areas shall not open directly upon the major external thoroughfares of Saturn Lane, Gemini Avenue, or Hercules Avenue. Vehicular access to or from residential lots, apartment house units, or parking areas that front on or are adjacent to the above-named external streets or roadways shall be permitted only by private or dedicated internal streets that are an integral part of the site development plan.

6. Submission of Plans: No building or other improvements of any kind shall be constructed on the land subject to these restrictions, whether then owned by North American Rockwell or some third party, until the site plan has been approved by Friendswood. Said site plans shall show the location of all streets, driveways, parking areas, easements underground utilities, building structures and signs, and shall indicate the

general landscape treatment. Any and all plans submitted to Friendswood which have not been disapproved within thirty (30) days after the date of submission shall be deemed for all purposes to have been approved.

7. Construction Standards: All construction must be in conformity with the Minimum Commercial and Residential Building Standards as set forth in Exhibit "C" attached hereto and incorporated herein for all purposes. All building plans will be prepared by a Registered Architect or Engineer in compliance with the minimum building standards as set forth in Exhibit "C", except when residential construction is insured, controlled, and inspected by FHA or VA. Compliance with the minimum building standards set forth in Exhibit "C" with respect to design and construction will be certified to Friendswood by a Registered Architect or Engineer.
8. Walls or Fences: Any walls or fences constructed along or adjacent to either Saturn Lane, Gemini Avenue, or Hercules Avenue must be of masonry construction and may not exceed six (6) feet in height.
9. Amendment: These covenants and restrictions shall not be amended or abolished without the written approval of North American Rockwell Corporation and Friendswood, nor shall any additional restrictions or covenants be placed on the property covered hereby before July 1, 2003, without the prior written approval of North American Rockwell.
10. Separability: Invalidity of any of these covenants or any part thereof by judgments or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Section III

Friendswood and North American Rockwell each execute this instrument in consideration of its execution by the other for the purpose of agreeing upon covenants, restrictions, and reservations applicable to their respective land that will permit such lands to be developed, sold, and occupied in a reasonably

compatible manner consistent with the fact that such lands were originally part of a single development; provided, however, the covenants, restrictions, and reservations applicable to the land of Friendswood shall be separate from the covenants, restrictions, and reservations applicable to the land of North American Rockwell, and the two tracts of land shall be developed, sold, and occupied by the owner thereof separate and apart from each other, subject, however, to the covenants, restrictions and reservations made applicable thereto separately under the terms hereof.

Section IV

1. Effective Date: These covenants shall become effective on October 1, 1972, at 12:01 P.M..
2. To Run With Land: Except as otherwise set forth herein, the covenants herein set forth shall run with the land and shall bind the present owners, their successors, and assigns; and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the owners of said land, with their successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said land and the construction of improvements thereon. Friendswood and North American Rockwell will include in each deed executed by them which affects any land covered hereby an express clause subjecting such land to the provisions hereof, but such land shall nevertheless be subject to the provisions hereof even if such express clause is omitted.
3. Life: Except as otherwise set forth herein, each of the covenants, restrictions, and reservations herein contained are to run with the land and shall be binding upon Friendswood and North American Rockwell, their successors and assigns, and all persons claiming under them, and all subsequent property owners of the lands herein described, and any part of same, for a period extending until July 1, 2003. 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.


IN WITNESS WHEREOF, FRIENDSWOOD DEVELOPMENT COMPANY and NORTH AMERICAN ROCKWELL CORPORATION have hereunto caused their corporate names to be signed and their corporate seal to be affixed, and the same to be done and attested by the signature of their duly authorized officers, the day and date evidenced by the acknowledgments hereto and effective as of the date and time specified in Paragraph 1 above.

FRIENDSWOOD DEVELOPMENT COMPANY ²⁶

ATTEST:


Secretary

By


 ^{MP}
Vice President

NORTH AMERICAN ROCKWELL CORPORATION

ATTEST:


Secretary

By

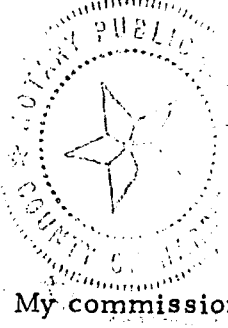

Staff Vice President

STATE OF TEXAS I
 I
COUNTY OF HARRIS I

158-38-0538

Before me, the undersigned authority, on this day personally appeared Charles L. Pence, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY and acknowledged to me that he being authorized so to do, executed the same for the purposes and consideration therein expressed and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY.

Given under my hand and seal of office this the 16th day of February, 1973.



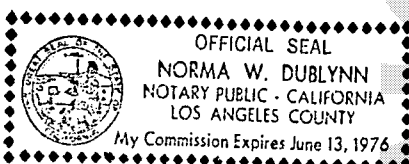
Helen R. Kirby
Notary Public in and for
Harris County, Texas

My commission expires: June 1, 1973

STATE OF CALIFORNIA I
 I
COUNTY OF LOS ANGELES I

Before me, the undersigned authority, on this day personally appeared R. X. Wilson, known to me to be the person whose name is subscribed to the foregoing instrument as Staff Vice President of NORTH AMERICAN ROCKWELL CORPORATION and acknowledged to me that he being authorized so to do, executed the same for the purposes and consideration therein expressed and as the act and deed of said NORTH AMERICAN ROCKWELL CORPORATION.

Given under my hand and seal of office this the 23rd day of February, 1973.



Norma W. Dublynn
Notary Public in and for
Los Angeles County, California

My commission expires: June 13, 1976

EXHIBIT A

Being a parcel or tract of land containing 230.356 acres located in the Sarah Deel League, A-13, Harris County, Texas, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

BEGINNING at the intersection of the northeasterly right-of-way line of Reseda Drive and the southeasterly right-of-way of Bay Area Boulevard (formerly Clear Lake City Boulevard) as recorded with Clear Lake City Industrial Park, Section A, a subdivision recorded in Volume 100, page 49 of the Harris County Map Records;

THENCE with said southeasterly right-of-way of Bay Area Boulevard N 23° 14' 00" E, 3520.01 feet to a point for corner said point being on the arc of a curve;

THENCE leaving said Bay Area Boulevard in a northeasterly direction 31.42 feet along the arc of a curve to the right, said curve having a chord of N 68° 14' 00" E, 28.29 feet, a central angle of 90° 00' 00" and a radius of 20.00 feet to a point for corner, said point being on the southwesterly line of Space Center Boulevard;

THENCE with the southwesterly line of Space Center Boulevard S 66° 46' 00" E, 2405.25 feet to a point for corner on the common line of a 150-foot Houston Lighting & Power Company easement and a 75-foot pipeline easement;

THENCE with said common easement line S 23° 14' 00" W, 4486.79 feet to a point for corner on the north line of Saturn Lane;

THENCE with the said north line of Saturn Lane N 66° 46' 00" W, 1314.14 feet to a point for corner on the arc of a curve;

THENCE in a northwesterly direction 24.90 feet along the arc of a curve to the right, said curve having a chord of N 31° 05' 33" W, 23.33 feet, a central angle of 71° 20' 53" and a radius of 20.00 feet to a point for corner at the intersection of the northeasterly line of Saturn Lane and the easterly line of Gemini Avenue and being a point of reverse curve;

THENCE with said easterly line of Gemini Avenue 415.85 feet along the arc of a curve to the left, said curve having a chord of N 02° 31' 20" W, 414.78 feet, a central angle of 14° 12' 27" and a radius of 1677.02 feet to a point for corner, end of said curve;

THENCE continuing along the easterly line of Gemini Avenue N 09° 37' 34" W, 473.76 feet to a point for corner, the beginning of a curve;

THENCE continuing with said avenue in a northerly direction 260.09 feet along the arc of a curve to the right, said curve having a chord of N 00° 46' 17" W, 259.05 feet a central angle of 17° 42' 33" and a radius of 841.47 feet to a point for corner;

THENCE crossing said Gemini Avenue along the northeasterly line of the aforementioned Reseda Drive N 66° 46' 00" W, 349.25 feet to a point for corner;

THENCE continuing with said northeasterly line of Reseda Drive N 63° 11' 25" W, 80.16 feet to a point for corner;

THENCE continuing with said northeasterly line N 66° 46' 00" W, 100.00 feet to a point for corner, the beginning of a curve;

THENCE continuing with said northerly line in a northwesterly direction 31.42 feet along the arc of a curve to the right, said curve having a chord of N 21° 46' 00" W, 28.29 feet, a central angle of 90° 00' 00" and a radius of 20.00 feet to the POINT OF BEGINNING and containing 230.356 acres of land.

EXHIBIT B

Lot 1, Block 1, Clear Lake City Industrial Park, Section D-4, according to map or plat thereof recorded in Volume 145, Page 134 of the Map Records of Harris County, Texas, as amended by map or plat recorded in Volume 146, Page 10 of the Map Records of said County.

SEC. I. MINIMUM COMMERCIAL BUILDING STANDARDS

1. PARKING

All parking shall be provided on the site with onstreet parking prohibited. The number of parking spaces provided shall conform with established standards recommended for various types of occupancies. All auto parking areas shall be paved with a minimum of 1-1/2" of asphaltic surface, or equal, placed upon suitable base material. Auto parking areas shall be provided with entrances, exits, and aisles to insure safe movement of vehicles. Parking lot lighting shall be directed away from adjacent property. Landscaping shall be provided in an attractive manner and in no event shall parking areas be larger than 6,000 square feet without the placement of random specimen trees and landscaping treatment in the parking areas.

2. UTILITIES

All utilities including electrical power and telephone service shall be placed underground within the property.

3. STORAGE FACILITIES

No materials, supplies, or products shall be stored or permitted to remain on the property outside a permanent structure. If the operation is of a nature that approval of outside storage becomes necessary, the materials, supplies, or products shall be screened from view of adjacent properties or streets with approved walls or fencing.

4. SIGN RESTRICTIONS

All signs proposed to be placed within the property shall be compatible with established sign design. If lighted, all signs must be backlighted, internally illuminated, or flood lighted. No neon or scintillating lights shall be permitted.

5. LANDSCAPING

(A) Green treatment of a site not covered by building and parking is mandatory and may be in the form of grass lawns or ground covers, shade trees in parking areas, street trees, planting in areas used as dividers and in areas otherwise usable. Landscape treatment includes the use of walls, screenings, terraces, fountains, pools, and other water arrangements. Landscaping must be used to mark entrance points and parking areas and service areas, and to enhance building scale and forms.

(B) All landscaped areas must be properly maintained including that area between the property line and the curb along any contiguous street.

6. ARCHITECTURAL AND BUILDING MATERIALS CONTROL

All buildings erected shall conform to the construction standards as specified in the CLCWA Plumbing Code, Southern Building Code, National Electrical Code, and Southern Gas Code, except they shall be of masonry construction.

7. AREA REQUIREMENTS

Building areas shall be limited by yard and parking requirements but in no case shall exceed 33 per cent of the total lot area.

8. HOUSEKEEPING

The owner or lessee of any parcel in Clear Lake City must at all times keep the premises, buildings, improvements, and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government health and police requirements. No waste material or refuse shall be dumped or remain upon the property outside a permanent structure. Any violations of the above will be referred to Friendswood Development Company.

If the violation is not remedied by the owner within ten (10) days after receipt of written notice by Friendswood Development Company to do so, Friendswood Development Company may order the violation remedied at owner's expense.

SEC. II MINIMUM RESIDENTIAL BUILDING STANDARDS

The minimum construction standards for residential construction shall be governed as follows:

1. Drive approach aprons shall not extend in front of adjacent property, and driveways must be at least ten (10) feet apart.
2. Tops of floor slabs shall be not less than 22 inches above top of curb of street at front of the lot, measured at the center line of lot. However, in no case shall top of slab at any part of house be less than 9 inches above finished grade at the highest point of the lot.

3. PLUMBING

(A) Water service and sanitary installation shall conform to standards established and enforced by the Clear Lake City Water Authority, its successors or assigns.

(B) Gas piping and installation shall comply with the latest Southern Gas Code.

4. ELECTRICAL

Shall conform to the standards of the National Fire Protection Association, referred to as the "National Electrical Code", and to the published standards of the Federal Housing Administration and Veterans Administration.

5. UTILITIES

All utilities including electrical power and telephone service shall be placed underground within the property.

6. ALL OTHER

Except as provided above in items 1 through 5 of this Section II, all other minimum construction standards shall be governed by the Southern Building Code.

7. HOUSEKEEPING

158-38-0544

The owner or lessee of any parcel in Clear Lake City must at all times keep the premises, buildings, improvements, and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government health and police requirements. No waste material or refuse shall be dumped or remain upon the property outside a permanent structure. Any violations of the above will be referred to Friendswood Development Company.

If the violation is not remedied by the owner within ten (10) days after receipt of written notice by Friendswood Development Company to do so, Friendswood Development Company may order the violation remedied at owner's expense.

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UNOFFICIAL COPY

SEAL OF THE CITY OF CLEAR LAKE



158-38-0545

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

MAR 20 1973



P. J. Montoya
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
P. J. Montoya
COUNTY CLERK
HARRIS COUNTY, TEXAS

1973 MAR 20 PM 3 14

RETURN TO:

FRIENDSWOOD DEVELOPMENT COMPANY,

1000 Bay Area Boulevard

Houston, Texas 77058