

**CAMINO SOUTH SUBDIVISION
SECTION IV**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

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Friendswood Development Company, an Arizona Corporation with a permit to do business in the State of Texas, and having an office the City of Houston, Harris County, Texas (hereinafter sometimes called "Friendswood"), being the owner of those certain tracts of land located in Harris County, Texas, which were conveyed by Humble Oil & Refining Company to Friendswood Development Company by Deed dated October 15, 1962, recorded in Volume 4915, Page 272 of the Deed Records of Harris County, Texas, to which Deed references here made for all purposes, and having platted a portion of said land into a subdivision know as Camino South Section Four, located in Core D of Clear Lake City does hereby establish, adopt and promulgate certain **CONDITIONS, CONVENANTS and RESTRICTIONS** which shall be applicable to Lots 62 through 125 in Block 22, Lots 20 through 37 in Block 36, Lots 14 through 28 in Block 37, Lots 1 through 34 in Block 38, Lots 1 through 40 in Block 29, Lots 1 through 27 in Block 40, Lots 1 through 31 in Block 41, Lots 1 through 36 in Block 42, Lots 1 through 42 in Block 43, Lots 1 through 47 in Block 44, Lots 1 through 23 in Block 45, Lots 1 through 39 in Block 46, (all lot numbers are inclusive), which lots are designated as residential lots, and all of which **CONDITIONS, CONVENANTS and RESTRICTIONS** are applicable to each of said lots, part and parcel thereof, and shall be construed as restrictive covenants running with the title to said residential lots. A map or plat of said subdivision, approved as required by law, has been filed for record and is recorded in Volume 168 Page 65 of the Map Records of Harris County, Texas, to which reference is hereby made for all purposes.

PART I

Such **CONDITIONS, CONVENANTS and RESTRICTIONS** are as follows:

1. Subject to Paragraph 11 below, said lots shall be used only for single-family residence purposes.
2. No building shall be erected, placed or altered or permitted to remain on any lot except single-family residential dwellings and such private garage, attached or detached, carport or servant's quarters as may be desired for use in connection with such dwelling.
3. No building or improvements of any character shall be erected or placed, or the erection thereof begun, or changes made in the exterior design thereof after original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or structures have been approved in writing by Friendswood Development Company, or its assignee, (see Paragraph 25), hereinafter provided for, as to compliance with these restrictions and as to quality of workmanship and materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation. Approval as required by this paragraph shall be in accordance with provisions of Paragraph 4 hereof.
4. The approval or rejection of plans and specifications and location of structures shall be done by Friendswood Development Company, or its assignee. All necessary documents must be submitted to Friendswood, or its assignee, for approval prior to the commencement of constructions of any of such improvements. In the event Friendswood, or its assignee, fails to approve or disapprove within thirty (30) days after submission to it of the required documents, approval will not be required and the related covenants and restrictions set out herein shall be deemed to have been fully complied with and satisfied. No construction shall be commenced until approval has been secured, or until thirty (30) days' time has elapsed after submission without rejection by Friendswood or its assignee.
5. No dwelling shall be erected upon any of the lots covered hereby, unless such dwelling contains at least 1,200 square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, garages, pergolas, carports and servant's quarters. All buildings shall be constructed of a minimum of 51% brick, cement block or other substantial masonry construction. Detached garages may be of wood. No more than one dwelling shall be built on any one lot or building site as defined in Paragraph 7 below.

6. No building shall be located on any lot nearer to the front line, or nearer to the rear street line, or nearer to the side street line, than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, except where shown twenty (20) feet on cul-de-sac, or nearer than ten (10) feet to any side or rear street line. Subject to the provisions of Paragraph 7, no building shall be located nearer than five (5) feet to an interior lot line and no detached garage or carport shall be located on any lot nearer to the side lot line or rear lot line than three (3) feet, nor may any such garage or carport be located on any easement. For the purposes of this paragraph, attached porches, pergolas, garages, carports and servant's quarters shall be considered as part of the main building, exclusive, however, of eaves or outside steps. In the case of lots abutting on more than one street, Friendswood, or its assignee, shall have the right in its discretion to designate on which of said streets the lot shall be deemed to front.
7. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots (or portions thereof) into one building site, with the privilege of placing or constructing improvements on such resulting building in site, and such consolidation shall result in setback lines measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat.

There shall be no division or subdivision of lots without the written permission of Friendswood, or its assignee.

8. The right to erect or place a residential dwelling upon a building site consisting of less than an entire residential lot as shown on the plat of said subdivision shall be limited to those instances in which such partial lot or tract constituting such building site has a frontage width at the minimum building setback line of at least fifty-five (55) feet, measured on an arc, and square foot area of at least 6,200 square feet. This provision shall not, however, be construed as prohibiting any owner of an entire residential lot as shown on said subdivision plat from erecting a dwelling upon said lot or upon a building site consisting of said entire lot and any adjoining lands held as a part of the same building site.
9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision, and no structure shall be erected on any of said easements.
10. No house trailer, and no temporary or permanent building of any nature detached from the dwelling, shall be built, erected, placed, or maintained on any lot; provided, however, that a detached garage or carport limited in size to three-car capacity, or a detached garage or carport with servant's quarters, which shall be used only by servants who are employed in the dwelling erected upon the same lot where such quarters are located, may be located on such lots. No garage apartment for rental purposes shall be permitted on any lot.
11. No activity, whether for profit or not, shall be carried on on any lot which is not directly related to single-family residence purposes, except on Lots 1 and 2 in Block 46, which may be used for a Sales Office for a maximum period of seven (7) years from the date hereof. No noxious 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.
12. 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) may be kept, provided they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.
13. No solid wall, fence or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot, and in the case of any lot or lots on which no residence has been erected, then no solid wall, fence or hedge in excess of three (3) feet in height shall be constructed or maintained closer than twenty-five (25) feet to the front lot line of such lot. No side or rear fence or hedge or wall shall be more than six (6) feet in height.

No aerial or antenna for the transmission of radio signals or messages shall be erected on any lot or structure. No radio or television receiving antenna shall be erected on a wooden pole.

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 intersecting street property lines and a line

connecting them at points twenty-five (25) feet from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner lots.

14. The drying of clothes in public view is prohibited and the owners or occupants of any lots at the intersection of streets, or adjacent to parks, playgrounds or other community facilities, where the rear yard or portion of the lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure or use in drying clothes.
15. No prefabricated buildings or structures of any nature whatsoever, whether permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on any lot, provided, however, that a temporary office, tool shed, saw shed, lumber shed or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structure shall be removed at completion of construction or the sale of the dwellings, whichever is later. No such temporary or prefabricated buildings shall ever be used for residential purposes.
16. The owner or occupants of all lots shall at all times keep such lots in a sanitary and healthful condition and shall keep all weeds and grass thereon cut in a in an attractive manner, 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 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 except by use of an incinerator and then only during such hours as may be permitted by law. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provide, so as to conceal them from view of neighboring lots, streets, or other property. 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 Development Company, or its assignee, 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.
17. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
18. No boats, boat trailers, boat rigging, camper, camp trailers or camp rigs off trucks shall ever be placed or parked on any street or on any lot nearer to the street than the building setback lines as shown on the recorded plat of this subdivision.
19. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot.
20. All residences and other buildings must be kept in good state of repair, and must be painted when necessary to preserve the attractiveness thereof.
21. None of said lots shall ever be used for illegal or immoral purposes.
22. Reference is hereby made to the Community Services Charge created by that certain instrument executed by Friendswood Development Company and 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 if 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 as against the owners of such lot in the same manner as the restrictions and covenants herein contained.
23. 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, flowers, or improvements of the owner located on the land covered by such easements.

Underground electric service shall be available to all lots in the subdivision. The owner of each lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code), the underground service cable and appurtenances from the point of the electric company's metering on owner's structure in the point of attachment at the electric company's installed transformers or energized secondary junction boxes, said point of attachment to be made available by the electric company at a point designated by it at the property line of each lot. The electric company furnishing the service shall make the necessary electrical connections at the 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 the electric company furnishing service to the residence constructed on such owner's lot. For so long as such underground service is maintained the electric service to each lot shall be uniform and exclusively of the type known as a single phase, 120/240 volt, 3 wire, 60 cycle, alternating current.

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 driveways or walkways prior to construction thereof. Such easements 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 walkway providing conduit has been installed as outlined above) of the owner located on the land covered by said easements.

24. 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, the company furnishing such services and facilities shall have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company 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 said lot, and in a direct line from said nearest utility easement to said point of connection.
25. Friendswood Development Company hereby retains the right to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other necessary documents or approvals required to be submitted to it, to an architectural control committee which may be appointed annually by the Board of Trustees of Clear Lake City Community Association, Inc. In the event Friendswood Development Company elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing executed and acknowledged by the proper officers of Friendswood Development Company and placed of record in the appropriate records of the County Clerk of Harris County, Texas.

PART II

1. These covenants are to run with the land, and shall be binding on Friendswood 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 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.
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 obtain any other relief authorized by

law. Such enforcement may be by the owner of any of said lots or by Friendswood Development Company, or its successors or assigns, or by the Association collecting and administering the Community Service Charge.

3. Invalidation of one or 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 hereafter 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, Friendswood Development Company 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 _____ day of _____, 19____

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

Secretary

By _____
President