

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADOWGREEN SECTION THREE
A SUBDIVISION IN HARRIS COUNTY, TEXAS**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date hereinafter set forth by DECLARANT DEVELOPMENT COMPANY, an Arizona corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain subdivision known as Meadowgreen, Section Three, according to a plat thereof recorded in Volume 327, Page 48 of the Map Records of Harris County, Texas; said plat encompassing the following lots and reserves which shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, created and imposed for the purposes of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

| | | | |
|-----|-------|-------|----------|
| (1) | Lots: | 1-89 | Block 12 |
| | | 8-33 | Block 13 |
| | | 1-106 | Block 14 |
| | | 1-26 | Block 15 |
| | | 1-26 | Block 16 |

**ARTICLE I
DEFINITIONS**

Section 1. "Declarant" shall mean and refer to Declarant Development Company, an Arizona corporation, its successors and assigns.

Return to: M. D. Price
 Declarant Development Company
 2525 Bay Area Blvd., Suite 600
 Houston, TX 77058

Section 2. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and any Amendments thereto applicable to the Properties recorded in the Office of the County Clerk, Harris county, Texas.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the properties upon which there has been or will be constructed a single-family residence.

Section 5. "Property" or "Properties" shall mean and refer to Meadowgreen, Section Three subdivision in Harris County, Texas.

Section 6. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the map or plat of the subdivision and such other easements as are created or referred to in this Declaration.

Section 7. "Conveyance" shall mean and refer to conveyance of a fee simple title to the surface estate of a lot from one owner to another.

ARTICLE II RESTRICTIONS OF USE

Section 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 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 Declarant or its assignee.

Section 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 Declarant, 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.

Declarant retains the exclusive to review and approve or disapprove all plans and specifications for original construction on lots in Meadowgreen, Section Three. The Architectural Control Committee appointed by the Board of Trustees of Clear Lake City Community Association, Inc. 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 Declarant 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.

Section 3. **MINIMUM SQUARE FOOTAGE.** The living area of the main residential structure, exclusive of porches, garage and servant's quarters shall not be less than 1,250 square feet.

Section 4. **BUILDING MATERIALS.** The exterior materials of the main residential structure, and whether attached or detached, shall be masonry or a wood derivative hardboard product.

Section 5. **LOCATION OF IMPROVEMENTS UPON THE LOT.** No building shall be located on any lot nearer to the front line, or 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 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 the 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 unless specifically approved by the Declarant. Direct driveway access to El Camino Real and Pineloch Drive is specifically prohibited.

Section 6. DEVIATIONS. Declarant, at its sole discretion, is hereby permitted to approve deviations in these restrictions on building area, location of improvements upon the lot and building materials in instances where, in its judgment, 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.

Section 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 to lot sizes may be made only with written approval of Declarant

Section 8. RESUBDIVISION OF LOTS. No lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided lot, unless each building site resulting from such resubdivision shall have a minimum width or not less than sixty (60) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any lot or lots within the properties by the owner thereof prior to construction of residence(s) thereon if such resubdivision results in each resubdivided lot or building site having the minimum lot width aforesaid. Any such resubdivision must be approved by the Declarant or its assignee. Declarant shall have the right, but shall never be obligated, to resubdivide into lots, by recorded plan or in any other lawful manner, all or any part of the property contained within the outer boundaries of the subdivision plat, and such lots, as replated, shall be subject to these restrictions as if such lots were originally included herein. Any such replat must comply with all local, state, FHA, and VA replatting ordinances, statues, regulations and requirements.

Section 9. UTILITY EASEMENTS. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat, and no structure shall be erected by a lot owner on any of such easements. Neither Declarant 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 lot owner located on the land covered by such easements.

UNDERGROUND ELECTRICAL SERVICE. An underground electric distribution system will be installed in that part of Meadowgreen Section Three designated Underground Residential Subdivision which underground service area shall embrace all lots in Meadowgreen Section Three. 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 Electric 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 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 such underground service is maintained in the Underground Residential Subdivision, the electric service to each lot shall be underground, uniform in character and exclusively of the type known as a single phase, 120/240 volt, 3 wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits where applicable) upon Declarant'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) Declarant 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 service 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 driveways 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 Declarant nor any utility company using the easements shall be liable for any damage done by either or them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or their improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the owner located on the land covered by said easements.

AUDIO AND VIDEO COMMUNICATION SERVICE. 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.

Section 10. **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 Declarant 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 or 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.

Section 11. **TEMPORARY STRUCTURES AND BUILDING.** No structure 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 Article II, Section 2, of this Declaration. 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 slightly and shall be removed at completion and sale of all construction of this subdivision.

Section 12. **ANIMAL HUSBANDRY.** No animals, livestock, our 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 properties and must be controlled on a leash if they are not on the owner's lot.

Section 13. 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 in height. Chain link or wire mesh fencing material are prohibited. Declarant or its assignee is hereby permitted to grant deviations in height, construction materials and location of fences and walls which in its judgment will result in a more beneficial use.

Section 14. ANTENNAE. Subject to Article II, 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.

Section 15. 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.

Section 16. 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.

Section 17. 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.

Section 18. 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, Declarant or Clear Lake City Community Association, may without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, 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 Declarant 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 Declarant or not.

Section 19. STORAGE OF AUTOMOBILES, BOATS, TRAILERS, OTHER VEHICLES AND EQUIPMENT. No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of an kind, camp rigs off truck or boat rigging shall be parked or stored permanently or semi-permanent 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.

Section 20. 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 Declarant to advertise the property during the construction and sales period. Declarant 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.

Section 21. REMOVAL OF DIRT AND TREES. 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 and then only following the obtaining of written approval for such cutting by Declarant or Clear Lake City Community Association, given in their sole discretion.

Section 22. 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-ways around the terminus of cu-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 side street lot line. The Declarant, 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.

Section 23. ROOFING MATERIALS. The roof of any building shall be constructed or covered with asphalt or composition type shingles having a minimum weight classification of 240 pounds per square, comparable in color to weather wood shingles and comparable in surface textural appearance to wood shingles crushed marble, slag or pea gravel set in a built up type roof on roof surfaces not visible from the fronting street; the decision of such comparison rests with the Declarant or its assignee. Any other type roofing material shall be permitted only at the sole discretion of Declarant or its assignee upon written request.

ARTICLE III COMMUNITY SERVICES AND CHARGES

Reference is hereby made to the Community Services Charge created by that certain instrument executed by Declarant dated July 29, 1963, and recorded in Volume 5205, Page 384 of the Deed Records of Harris County, Texas, and amended in volume 7295, page 271 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 owner 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 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 the 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.

ARTICLE IV GENERAL PROVISIONS

Section 1. **AMENDMENT.** These covenants are to run with the land, and shall be binding on Declarant 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, 2005, at which time said Declaration 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 Declaration in whole or in part, or to revoke them, provided, that no person or corporation shall be liable for breach of these declarations 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 Covenants and Restrictions shall be valid and binding upon the respective grantees.

Section 2. **ENFORCEMENT.** 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 Declarant, 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 declined given when mailed, postpaid, to the lot owner at his last known address.

Section 3. **SEVERABILITY.** 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.

Section 4. **LIENS.** It is specifically provided that a violation of these Covenants and Restrictions, 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.

Section 5. **DEVELOPMENT OF MINERALS.** There is hereby excepted from the land encompassed by the boundaries of this subdivision, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the locations for buildings, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives and will waive or secure waiver of, in each such conveyance, the right to use the surface of the land for development of oil, gas and other minerals, provided that Declarant hereby retains and reserves and in each such conveyance will retain and reserve the right to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100'). Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their interest of record.

EXECUTED this 3rd day of May, 1985.

FRIENDSWOOD DEVELOPMENT COMPANY

By _____
L. J. Pezoldt, Vice President

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on May 3, 1985 by L. J. Pezoldt, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona Corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's name printed: _____

My commission expires: _____