

**OAKBROOK WEST SECTION THREE
RESIDENTIAL RESTRICTIONS**

THE STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS:

That 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, here after called "Friendswood", being the owner of that certain tract of land located in Harris County, Texas, which Friendswood has platted into a subdivision know as Clear Lake City, Core B, (Oakbrook West), Section Three, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 163, Page 25 of the Map Records of Harris County, Texas to which reference is here made for all purposes, does hereby establish, adopt and promulgate the following **CONDITIONS, CONVENANTS and RESTRICTIONS** which shall be applicable to the lots in said subdivision.

PART I

1. Subject to Paragraph 8 below, each lot shall be used only for single-family residence purposes.
2. No building shall be erected, altered or permitted to remain on any lot other than one detached 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.
3. No building or improvements of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by Friendswood, or its assignee, hereinafter provided for, 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. In the event Friendswood fails to approve or disapprove the required documents within thirty (30) days after receipt thereof, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.
4. The living area of the main residential structure, exclusive of porches, garage and servant's quarters shall not be less than 1,800 square feet for a one-story dwelling nor less than 2,200 square feet for a two-story structure. The exterior materials of the main residential structure including garage if attached, shall be not less than fifty-one percent (51%) masonry. Detached garage may be of wood.
5. 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. 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 Paragraph 6, no building shall be located nearer than five (5) feet to an interior side lot line, except that a garage or other permitted accessory building located seventy (70) 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 purposes 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.

No garage located closer than sixty (60) feet to the front property line shall face and open at less than a ninety (90) degree angle to the front property line.

Garages (or carports) on corner lots, except where prohibited on the recorded plat, may optionally open directly towards, and have driveway entrances from the side streets, except that no garage shall face and open at less than a ninety (90) degree angle to the side street with the exception of the garage on the following lots if located at least the following distances from the side street property lines:

| | | |
|--------------|----------|-------------------------------|
| Lot 1 | Block 1 | 25' from Penn Hills Lane |
| Lot 1 | Block 2 | 25' from Torry Pines Road |
| Lot 4 | Block 5 | 25' from Pleasant Valley Road |
| Lot 1 | Block 6 | 25' from Penn Hills Lane |
| Lot 1 and 32 | Block 9 | 25' from Torry Pines Road |
| Lot 1 | Block 10 | 25' from Torry Pines Road |

Lot 10, Block 7 and Lot 8, block 18 shall not have direct driveway access to Ed Dorado Boulevard. Lots 11 and 12 in Block 8 may have direct driveway access to the side street, since there is a buffer strip separating the side street from El Dorado Boulevard.

- Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one 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 Friendswood.
- 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 servants 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 customer's structure to the point of attachment at 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 service shall make the necessary electrical 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 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, 120/440 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 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.

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 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.

8. No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residence purposes. No noxious 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.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.
10. No animals, livestock, our poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other common household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.
11. No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained nearer to the front lot line than the front building setback line, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line shall be more than six (6) feet high.

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.

12. 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 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 to screen drying clothes from public view.
13. 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 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 permitted by law. All clothes lines, yard equipment, wood piles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Boats and trailers are to be stored in a location no closer to the street than the front building setback line, or in the case of a corner lot the side building line facing the street. No boat or trailer may be stored in the back yard area of any lot adjoining the golf course.
14. No sign, advertisement, billboard or advertising structure of any kind other than a normal "for-sale" sign may be erected or maintained on any lot in said subdivision. Friendswood or its assignee 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 sort in connection therewith, or arising from such removal.
15. 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.
16. 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, 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. Reference is hereby made to the Community Services Charge created by that certain instrument executed by Friendswood dated July 29, 1963, and recorded in Volume 5205, Page 384 of the Deed Records of Harris County, Texas, and the provisions of such instrument creating said Community Services Charge are hereby incorporated in these restrictions as 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.

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 and the Common Area of Clear Lake City, 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 right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated in the Community Recreation Center or upon the Common area;
 - c. the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Community Recreation Center or the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgages 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.
18. Friendswood hereby reserves and retains the right at its option to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other necessary documents required to be submitted to it, to an architectural control committee appointed by the Board of Trustees of Clear Lake City Community Association, Inc. as long as that Association is collecting and administering the Community Services Charge for Clear Lake City. At least one member of such committee shall be an architect. In the event Friendswood 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 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 owners of the above described lands, and any part thereof or lot therein, for a period extending until July 1, 2006, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them, provided, that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants and restrictions, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by Friendswood, or its successors or assigns or by the Association collecting and administering the Community Services Charge.

3. Invalidation of one or more of these covenants and restrictions, by judgment or court order or otherwise, shall in nowise affect any other covenant, restriction, or condition, and all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.
4. It is specifically provided that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage or Deed of Trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith, upon said lots or any 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.

EXECUTED this 31st day of January, 1969.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

Secretary

By _____
Vice President