

**OAKBROOK WEST SECTION FIVE
CLEAR LAKE CITY
RESIDENTIAL RESTRICTIONS**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona Corporation with a permit to do business in the State of Texas, having an office Houston, Harris County, Texas, here after called "Friendswood", being the owner of that certain tract of land located in Houston, Harris County, Texas, which Friendswood has platted into a subdivision know as Oakbrook West, Section Five, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 303, Page 137 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. **SINGLE FAMILY RESIDENTIAL CONSTRUCTION.** Subject to Paragraph 7 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 Friendswood or its assignee.
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

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Friendswood Development company
17625 el Camino Real, suite 302
Houston, TX 77058

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.

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 1,700 square feet for a one-story dwelling nor less than 2,000 square feet for a two-story structure. FRIENDSWOOD DEVELOPMENT COMPANY or its assignee, at its sole discretion, is hereby permitted to approve deviations in the building area and location 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 become part of restrictions.
4. **LOCATION OF IMPROVEMENTS UPON THE LOT.** 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 Paragraphs 3 and 5, 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. 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. Direct driveway access to El Camino Real, Space Center Boulevard and Pineloch Drive is specifically prohibited. FRIENDSWOOD DEVELOPMENT COMPANY or its assignee, at its sole discretion, is hereby permitted to approve direct access to corner lot garages from side streets in instances where, in its judgment, such deviation will result in a more beneficial common use. Such approvals must be granted in writing and when given, will become a part of these restrictions.

5. **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 Friendswood.
6. **UTILITY EASEMENTS.** 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 ELECTRICAL SERVICE. An underground electric distribution system will be installed in that part of Oakbrook West Section Five designated Underground Residential Subdivision which underground service area shall embrace all lots in Oakbrook West Section Five. 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 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 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 Friendswood (except for certain conduits where applicable) upon Friendswood'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 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) Friendswood has paid to the company an amount representing the excess in cost, for the

entire Underground Residential Subdivision, or 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.

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, 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.

7. **PROHIBITION OF OFFENSIVE ACTIVITIES.** No activity, whether for profit or not, shall be conducted on any lot which is not related to single family residence purposes, except on those lots which may be designated by Friendswood to be used for 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. 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.
8. **TEMPORARY STRUCTURES.** No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, playhouse, or other outbuilding shall be used on any lot at any time as a residence. Portable buildings, or temporary structures used for accessory, playhouse or storage purposes shall be limited to eight feet in height and one hundred (100) square feet in area and must be approved in accordance with Section 3, Part 1 of these restrictions. Temporary structures may be used as building offices and for other related purposes during the construction period. Such structures shall be inconspicuous and slighty and shall be removed at completion and sale of all construction of this subdivision.
9. **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.
10. **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, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street except on those corner lots siding on Space Center Boulevard and Pineloch Drive, the side fence may be built on the side property line. 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. Friendswood 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.
11. **ANTENNAE.** Subject to Paragraph 7 above, no electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or

permitted to remain on any lots, houses, or buildings constructed in this subdivision. Television antennae may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street.

12. **VISUAL SCREENING.** All clotheslines, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, 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.
13. **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 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 except by use of an incinerator, and then only during such hours as permitted by law.
14. **STORAGE OF AUTOMOBILES, BOATS, TRAILERS, OTHER VEHICLES AND EQUIPMENT.** No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off truck or boat rigging shall be parked or stored permanently or semi-permanent on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view 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.

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, Friendswood Development Company 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. To secure the payment of such charges in the event of nonpayment by the owner, a vendor's lien is herein and hereby retained against the above described property in favor of Friendswood Development Company 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 Friendswood Development Company or not.

15. **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 advertising the property for sale or rent, or except signs used by Friendswood to advertise the property during the construction and sales period. 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.
16. **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 Friendswood or its assigns, given in their sole discretion.
17. **SIDEWALKS.** Before the dwelling unit is completed or occupied, the lot owner shall construct a concrete sidewalk, 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. 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

Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations as to geometric sidewalk placement or construction materials.

18. **ROOFING MATERIALS.** The roof of any building shall be constructed or covered with: (1) wood shingles. (2) asphalt or composition type shingles having a minimum weight classification of 340 pounds per square, comparable in color to weather wood shingles and comparable in surface textural appearance to wood shingles; the decision of such comparison rests with the FRIENDSWOOD DEVELOPMENT COMPANY Architectural Control Committee or its assignee, or (3) crushed marble, slag or pea gravel set in a built up type roof on roof surfaces not visible from the fronting street. Any other type roofing material shall be permitted only at the sole discretion of FRIENDSWOOD DEVELOPMENT COMPANY Architectural Control Committee or its assignee upon written request.
19. **COMMUNITY SERVICES AND CHARGES.** 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 Community Association, shall have a right and easement of enjoyment in and to the Community Recreation Center and the Common Area 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 the Clear Lake City Community Association 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 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.
20. **ARCHITECTURAL CONTROL COMMITTEE** 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. Any notice required to be given herein shall be declined given when mailed, postpaid, to the lot owner at his last known address.
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 17TH day of December 1981.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

M. D. Price
Assistant Secretary

By _____
L. J. Pezoldt
Vice President

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **L. J. PEZOLDT**, Vice President of **FRIENDSWOOD DEVELOPMENT COMPANY**, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of December, 1981.

Notary Public in and for Harris County, Texas

LINDA G. PATTEN
Notary Public in and for Harris County, Texas
My Commission Expires March 9, 1988