

CLEAR LAKE FOREST, SECTION FIVE
RESIDENTIAL RESTRICTIONS

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Deed Record of Harris County, Texas

STATE OF TEXAS)(
 KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS)(

That Friendswood Development Company, an Arizona corporation with a permit to business in the State of Texas, having an office in Houston, Harris County, Texas, hereinafter called "Friendswood", being the owner of that certain tract of land located in Harris County, Texas which Friendswood has platted into a subdivision known as Clear Lake Forest, Section Five, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 178 page 32 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, Covenants and Restrictions which shall be applicable to the lots in said subdivisions:

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 servants quarters, which structure shall not exceed the main dwelling 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 within thirty (30) days after receipt of the required documents, approval will be 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 servants 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.

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5. No building shall be located on any lot nearer to the front line of 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 seven (7) feet to an interior side lot line, except that a garage or other permitted accessory building located seventy-five (75) 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.

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.

6. 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 from Friendswood Development Company.

7. Easements for installation of maintenance of utilities are reserved as shown and provided for on the recorded plat, and no structure shall be erected on any of said easements. Easements for the underground service may be crossed by driveways and walkways provided the Developer or builder makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installed 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 grantor 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 walkways providing conduit has been installed as outlined above) of the owner located on the land covered by said easements.

“An underground electric distribution system will be installed in Clear Lake Forest, Section Five, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Clear Lake Forest 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 Electrical Code)

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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 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 furnishing for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current."

"The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer'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) Developer 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 (1) \$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 serve such lot, plus (2) 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."

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 to 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.

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8. No activity, whether for profit or not, shall be carried on any lot which is not related to single family residence purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may or become an annoyance or nuisance to the neighborhood. Friendswood or its assigns, may maintain, so long as it owns property in Clear Lake Forest, Section Five, in or upon such portions of the property as Friendswood determines, such facilities as in it discretion may be necessary or convenient, including, but without limitations to offices, signs and model units.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any as a residence. Portable buildings used for accessory or storage purposes shall be limited to eight (8) feet in height and one hundred (100) square feet in area and must be approved in accordance with Paragraph 3, Part I of these conditions, covenants and restrictions. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

10. No animals, livestock or 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 high 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 6 feet high. No fence shall be of wire or chain link construction.

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 of the lots, houses or buildings constructed in this subdivision. Television antennas 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.

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. Before the dwelling unit is completed and occupied, the lot owner shall construct a concrete sidewalk, four (4) feet in width parallel to the street

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curb two (2) feet from the lot boundary line and shall extend into the projection of the lot boundary lines into the street right-of-way and/or street curbs at corner lots.

Owners of corner lots shall install such a sidewalk parallel to the front lot line and the side street lot line.

13. The drying of clothes in public view is prohibited, and the owners or occupants of any lots at the intersection of the 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.

14. 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, woodpile 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.

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 costs of such work. The owner or occupant, as the case may be, agrees by purchase or occupation of the property to pay such statement immediately upon receipt thereof.

15. No sign of any kind shall be displayed to the public on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder 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 tort in connection therewith or arising from such removal.

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16. No boats, trailers, campers, buses, inoperative vehicles of any kind, campers off truck, or boat rigging shall be on any public street, right-of-ways 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 solid fence.

17. 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.

18. No construction of any type, which protrudes above the surface of the ground, shall be located in any area where the elevation is thirteen (13) feet, or less, above mean sea level as established by the latest U.S. Coast and Geodetic Survey. Any building, structure or other construction to be located, in whole or in part below fifteen (15) feet above mean sea level, must be constructed so that no part of the top of the foundation shall be below fifteen (15) feet above mean sea level.

20. Reference is hereby made to the Community Service Charge created by that certain instrument executed by Friendswood, dated December 1, 1971, and recorded in File #D473797 of the Real Property Records of Harris County, Texas, and 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.

21. Friendswood 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 Forest Community Association, Inc., as long as that Association is collecting and administering the Community Services Charge for Clear Lake Forest. 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 upon Friendswood and its successors and assigns and all persons claiming under

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them and all subsequent property owners of said above described lands, and any part of same, for a period extending until July 1, 2003, 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 assign, or by the Association collecting and administering the Community Services Charge.

3. Invalidation of one or more of these covenants, by judgement 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 1st day of December, 1971.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

By S/ Charles L. Pence
Vice-President

S/D. H. Gregg
Secretary

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STATE OF TEXAS)
COUNTY OF HARRIS)

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

Given under my hand and seal of office this the 1st day of December , 1971.

Notary
Seal

 S/ (illegible)
Notary Public in and for
Harris County, Texas

AMENDMENT TO
CLEAR LAKE FOREST, SECTION FOUR
RESIDENTIAL RESTRICTIONS

STATE OF TEXAS)(

COUNTY OF HARRIS)(

WHEREAS, the residential restrictions for Section IV of Clear Lake Forest, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 178, Page 32 of the Map Records of said county, were filed in volume 8437, Page 287 of the Deed Records of said county on May 24, 1971, and;

WHEREAS, said restrictive covenants contained an error in Paragraph 20, regarding the recording information for a document establishing the Community Service Charge, and;

WHEREAS, Friendswood Development company is the owner of Section IV, Clear Lake Forest and is desirous of correcting said error, NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT, the Paragraph 20 of volume 8437, Page 287 Deed Records of Harris County, Texas is amended as follows:

“Reference is here by made to the Community Service Charge created by that certain instrument executed by Friendswood, dated December 1, 1971 and recorded in File No. d473797, Film Code No. 137-28-2234 of the Real Property Records of Harris County, Texas, and the provisions of such instrument creating said Community Service 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 the restrictions and covenants 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 19th day of January, 1972.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

By S/ Charles L. Pence
Vice-President

S/B. P. Pierce
Assistant Secretary

AMENDMENT TO
CLEAR LAKE FOREST, SECTION FOUR
RESIDENTIAL RESTRICTIONS

STATE OF TEXAS)(

COUNTY OF HARRIS)(

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

Given under my hand and seal of office this the 19th day of January, 1972.

Notary
Seal

S/ Jeane A. Crumpler
Notary Public in and for
Harris County, Texas