

CLEAR LAKE FOREST, SECTION ONE

RECORDED: Vol. 6398, Page 278  
Deed Record of Harris County, Texas

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That Friendswood Development Company, an Arizona corporation with a permit to do 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 One, a map or plat of said subdivision approved as required by law, having been filed for record and being recorded in Vol. 137, page 29 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 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 servants 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 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

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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 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-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 seven (7) feet to an interior 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 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 with, 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

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building setback line of not less than the minimum frontage of lots in the same block.

7. Easements for installation and 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. 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 said easements.

Underground electric service shall be available to lots 5 through 20, Block 2; lots 1 through 17, Block 3; lots 13 through 23 and lots 30 through 54, Block 4; and lots 1 through 22, Block 5 in the subdivision and the utility company, furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the residence structure. 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 single phase, 120/240 volt, 3 wire, 60 cycle, alternating current.

Easements for the underground service may be crossed by driveways and walkways provided the Developer or Builder makes prior arrangements with the utility company furnishing electric service and provides and installed the necessary electric 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

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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 said company from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said lot, and in a direct line from said nearest utility easement to said point of connection.

8. No activity, whether for profit or not, shall be carried on any lot which is not related to single family residence purposes, except on Lots 22, 23 and 24 of Block 1 on which shall be located a swimming pool and club house, and on Lot 21, on which a single family residential structure will be used as a Sales Office for a maximum period of seven (7) years. No noxious or offensive activity of any sort shall be permitted, not 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 other outbuilding shall be used on any lot at 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 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 purpose.

11. Except on Lots 22, 23, and 24 in Block 1 no wall, fence, planter or hedge in excess of two (2) feet shall be erected or maintained nearer to the front lot line than the front building setback line. No side or

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rear fence, wall or hedge shall be more than six (6) feet high. No fence shall be of wire or chain link construction.

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 except by use of an incinerator, and then only during such hours as permitted by law. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Friendswood 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

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restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, an may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may e, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

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 tort 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. Reference is hereby made to the Community Services Charge created by that certain instrument executed by Friendswood, dated May 9, 1966, and recorded in Volume 6371, 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 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.

17. 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

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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 the 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 an all persons claiming under them and all subsequent property owners of said above described lands, and any part of same, for a period extending until July 1, 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

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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 9<sup>th</sup> day of May, 1966.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

By S/ J. C. Byrd  
Vice-President

S/D. H. Gregg  
Secretary



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STATE OF TEXAS  
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Jack. C. Byrd, 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 9<sup>th</sup> day of May, 1966.

Notary  
Seal

S/ Fern S. Gordon  
Notary Public in and for  
Harris County, Texas