

Sec III

1015-33-0628

DEED RECORD

Vol 5441 Part 51

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

Friendswood Development Company, an Arizona corporation with a permit to do business in the State of Texas, and having an office in the City of Houston, Harris County, Texas (hereinafter sometimes called "Friendswood"), being the owner of those certain tracts of land located in Harris County, Texas, which were conveyed by Humble Oil & Refining Company to Friendswood Development Company by deed dated October 15, 1962, recorded in Volume 4915, Page 272 of the Deed Records of Harris County, Texas, to which deed reference is here made for all purposes, and having platted a portion of said land into a subdivision known as Clear Lake City, Section Three, does hereby establish, adopt and promulgate certain CONDITIONS, COVENANTS and RESTRICTIONS which shall be applicable to Lots 132 through 155 in Block 19, Lots 163 through 198 in Block 20, Lots 199 through 205 in Block 21, Lots 206 through 211 in Block 22, Lots 212 through 224 in Block 23, Lots 225 through 265 in Block 24, Lots 266 through 290 in Block 28, Lots 291 through 317 in Block 29, Lots 318 through 338 in Block 30, Lots 339 through 355 in Block 31, Lots 356 through 362 in Block 32, Lots 397 through 423 in Block 34, Lots 481 through 490 in Block 37, Lots 491 through 511 in Block 38, Lots 512 through 536 in Block 39, Lots 537 through 566 in Block 40, Lots 567 through 595 in Block 41, Lots 596 through 618 in Block 42, Lots 619 through 627 in Block 43, Lots 628 through 655 in Block 44, Lots 656 through 683 in Block 45, and lots 684 through 710 in Block 46 (all lot numbers

are inclusive), which lots are designated as residential lots, and all of which conditions, covenants and restrictions are applicable to each of said lots, part and parcel thereof, and shall be construed as restrictive covenants running with the title to said residential lots. A map or plat of said subdivision, approved as required by law, has been filed for record and is recorded in Volume 106, Page 1 of the Map Records of Harris County, Texas, to which reference is hereby made for all purposes.

#### PART I.

Such conditions, covenants and restrictions are as follows:

1. Subject to Paragraph 7 below, said lots shall be used only for single-family residence purposes.
2. No building shall be erected, placed or altered on any lot except a single-family residential dwelling and such private garage, carport or servants' quarters as may be desired for use in connection with such dwelling.
3. No building or improvements of any character shall be erected or placed, or the erection thereof begun, on changes made in the exterior design thereof after original construction, on any lot until the construction plans and specifications and a plan showing the location of the structure or structures have been approved by Friendswood Development Company, or its assignee, hereinafter provided for, as to compliance with these restrictions and as to quality of workmanship and materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation. Approval as required by this

paragraph shall be in accordance with provisions of Paragraph 4 hereof.

4. The approval or rejection of plans and specifications and location of structures shall be done by Friendswood Development Company, or its assignee. All necessary documents must be submitted to Friendswood, or its assignee, for approval prior to the commencement of construction of any of such improvements. In the event Friendswood, or its assignee, fails to approve or disapprove within thirty (30) days after submission to it of the required documents, approval will not be required and the related covenants and restrictions set out herein shall be deemed to have been fully complied with and satisfied. No construction shall be commenced until approval has been secured, or until thirty (30) days' time has elapsed after submission without rejection by Friendswood or its assignee.

5. No dwelling shall be erected upon any of the lots covered hereby, unless such dwelling contains at least 800 square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, garages, pergolas, carports and servants' quarters. All buildings shall be constructed of brick, cement block or other substantial masonry construction, or insulated frame construction. No more than one dwelling shall be built on any one lot or building site as defined in Paragraph 7 below.

6. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line, than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet

to the front lot line, or nearer than ten (10) feet to any side or rear street line. Subject to the provisions of Paragraph 7, no building shall be located nearer than five (5) feet to an interior lot line and no detached garage or carport shall be located on any lot nearer to the side lot line or rear lot line than three (3) feet, nor may any such garage or carport be located on any easement. For the purposes of this paragraph, attached porches, pergolas, garages, carports and servants' quarters shall be considered as a part of the main building, exclusive, however, of eaves or outside steps. In the case of lots abutting on more than one street, Friendswood, or its assignee, shall have the right in its discretion to designate on which of said streets the lot shall be deemed to front.

7. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots (or portions thereof) into one building site, with the privilege of placing or constructing improvements on such resulting building site, and such consolidation shall result in setback lines measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat.

8. Notwithstanding any other provisions hereof, no portion of any building or structure erected on lots adjacent to or bordering on the golf course adjacent to the above subdivision shall be closer than twenty-five (25) feet to the boundary line of such golf course.

9. The right to erect or place a residential dwelling upon a building site consisting of less than an entire residential lot as shown on the plat of said subdivision shall be limited to those instances in which such partial lot or tract constituting such building site has a frontage width at the minimum building setback line of at

least sixty-two (62) feet, measured on an arc, and a square foot area of at least 6,500 square feet. This provision shall not, however, be construed as prohibiting any owner of an entire residential lot as shown on said subdivision plat from erecting a dwelling upon said lot or upon a building site consisting of said entire lot and any adjoining lands held as a part of the same building site.

10. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat of said subdivision, and no structure shall be erected on any of said easements.

11. No house trailer, and no temporary or permanent building of any nature detached from the dwelling, shall be built, erected, placed or maintained on any lot; provided, however, that a detached garage or carport limited in size to three-car capacity, or a detached garage or carport with servants' quarters, which shall be used only by servants who are employed in the dwelling erected upon the same lot where such quarters are located, may be located on such lots. No garage apartment for rental purposes shall be permitted on any lot.

12. No store, office or other place of business of any kind, and no hospital, sanatorium, or other place for the care or treatment of the sick, or any theatre, saloon, or other place of entertainment shall be erected or permitted upon any lot, and no business or service of any kind or character whatsoever shall be conducted in or from any building located on any lot or from any lot. Without being limited to the above specifications, it is intended that no activity, whether for profit or not, shall be carried on on any lot which is not directly related to single-family residence purposes;

and no noxious or offensive activity of 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.

13. No animals, livestock, or 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) may be kept, provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

14. No solid wall, fence or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling erected on such lot, and in the case of any lot or lots on which no residence has been erected, then no solid wall, fence or hedge in excess of three (3) feet in height shall be constructed or maintained closer than twenty-five (25) feet to the front lot line of such lot. No side or rear fence or hedge or wall shall be more than six (6) feet in height. Lots bordering the golf course shall not have a fence, wall, rail or hedge at a greater height than three (3) feet within twenty-five (25) feet of the rear property line of such lots. Friendswood Development Company is authorized, but not required, to plant an evergreen hedge along the lot lines bordering the golf course. In the event any such hedges are planted by Friendswood, then the owner of each lot along the property lines of which such hedge is planted shall be required to maintain such hedge at a height not to exceed three (3) feet. Any fence, wall or rail placed along the property line of such lots must be placed inside the hedge planted by Friendswood on the property of the owner constructing such fence, wall or rail.

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.

15. 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 the golf course, or adjacent to parks, playgrounds, or other community 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 for use in drying clothes. On lots bordering or adjacent to the golf course no drying yard shall be located within twenty-five (25) feet to the rear line of such lot.

16. No prefabricated buildings or structures of any nature whatsoever, whether permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on any lot, provided, however, that a temporary office, tool shed, saw shed, lumber shed or sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and selling dwellings on any lot or lots, but such temporary structure shall be removed at completion of construction or the sale of the dwellings, whichever is later. No such temporary or prefabricated buildings shall ever be used for residential purposes.

17. The owner or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, 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 anything except by use of an incinerator and then only during such hours as may be 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 Development Company, or its assignee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut, 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.

18. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential lot without first having obtained the consent in writing of the Friendswood Development Company or its assignee. Friendswood or its assignee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed without such consent, and in so doing, shall not be subject to any liability for trespass or other

tort in connection therewith, or arising from such removal.

19. No boats, boat trailers, or boat rigging shall ever be placed or parked on any street or on any lot nearer to the street than the building setback lines as shown on the recorded plat of this subdivision.

20. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot. No trees shall be cut on any lot except to provide room for construction of improvements, or to remove dear or unsightly trees. Prior to removal of any trees on any lot, approval must be obtained from Friendswood Development Company, or its assignee.

21. All residences and other buildings must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

22. None of said lots shall ever be used for illegal or immoral purposes.

23. Reference is hereby made to the Community Services Charge created by that certain instrument executed by Friendswood Development Company and 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.

24. Underground electric service shall be available to all of said lots and the utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service line installed from the rear lot easement to the point of service on the building. 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.

25. 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.

26. All easements for underground service shall be kept clear of all buildings, pavings, walks, patios or other improvements and 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.

27. Friendswood Development Company 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 City Community Association, Inc. In the event Friendswood Development Company 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 Development Company 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 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.

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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 assigns.

3. Invalidation of one or more of these covenants, by judgment 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 4<sup>th</sup> day of March, 1963.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

*R.H. Benge*

By R.H. Benge  
President

Secretary

THE STATE OF TEXAS  
COUNTY OF HARRIS

DEED RETURNED  
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BEFORE ME, the undersigned authority, on this day personally appeared M. W. Hankinson, President of Friendswood Development Company, an Arizona 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this  
1st day of December, 1964.

BETTY BOWMAN  
My Commission Expires 6-1-65

Notary Public in and for  
Harris County, Texas