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DECLARATION OF COVENANTS AND RESTRICTIONS
LAKEWOOD FOREST, SECTION 18| *je*

THE STATE OF TEXAS }
 } KNOWN ALL MEN BY THESE PRESENTS
 COUNTY OF HARRIS }

This Declaration of Covenants and Restrictions, Lakewood Forest Subdivision, Section 18 (this "Declaration") is executed by River Oaks Financial Group, Inc., a Texas corporation (hereinafter referred to as "Declarant").

WHEREAS, deed restrictions have been filed for record applicable to Lakewood Forest, sections 1, 2, 3A, 3B, 5A, 5b, 5c, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17 and Lakewood Forest Patio Homes, sections 1 and 2 (the "Lakewood Forest Subdivisions"), all of which are subdivisions of land in Harris County, Texas according to the maps or plats thereof as more fully set forth herein;

WHEREAS, Declarant is the owner of all of the lots contained in Lakewood Forest, Section 18, a subdivision of land in Harris County, Texas, in the H.T. & B. R. R. Survey, according to the replat thereof recorded at Film Code # 360119,^{Clerk File #R024864} of the Map Records of Harris County, Texas (Said Lakewood Forest Section 18 was previously platted as Lakewood Park Section 3 according to the map or plat thereof recorded at Film Code #358048 of the Map Records of Harris County, Texas). As used herein, the term "Section 18" shall refer to all of the lots in said Lakewood Forest, Section 18.

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Declarant desires to subject the land in Section 18 to the covenants, conditions, restrictions, assessments and other matters set forth in this Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property in the Lakewood Forest Subdivisions and the Declarants;

WHEREAS, Lakewood Forest Fund, Inc, a Texas non-profit corporation, was organized to enforce the covenants, conditions and restrictions applicable to the Lakewood Forest Subdivisions, and Declarant and Lakewood Forest Fund, Inc. desire to have Lakewood Forest Fund, Inc. enforce the covenants, conditions and restrictions contained in this Declaration and to annex Section 18 within the jurisdiction of Lakewood Forest Fund, Inc.

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NOW, THEREFORE, Declarant does hereby declare that Section 18 shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration as follows:

ARTICLE I
DEFINITIONS

Section 1. "LAKEWOOD FOREST FUND, INC.," a Texas non-profit Corporation, includes its officers, agents, successors, assigns, and Board of Trustees, and shall sometimes be referred to as the Association or the FUND.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, and excluding those persons or entities holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.

Section 3. "Property" or "Properties" shall mean and refer to all of Lakewood Forest, as same is legally described in the Map Records of the County Clerk's office of Harris County, Texas, for Lakewood Forest Subdivision, and any additions thereto as may hereinafter be brought within the jurisdiction of the LAKEWOOD FOREST FUND, INC.

Section 4. "The Subdivision" shall mean and refer to Section 18, Lakewood Forest, as described above.

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Section 5. "Lot" and/or "Lots" shall mean and refer to any plat of land shown upon any recorded map or plat of the subdivision, with the exception of (a) reserved tracts, (b) public areas such as parks, parkways and esplanades as shown on any subdivision map or plat, and (c) any common area which is owned by or may be acquired by the FUND.

Section 6. "Common Areas" shall mean all real and personal property which has been or which may be acquired by the LAKEWOOD FOREST FUND, INC., or as platted for the common use and enjoyment of the owners. The term shall be synonymous with "Common Facilities" and "Common Properties."

Section 7. "Architectural Control Committee" shall mean and refer to the Lakewood Forest Fund Inc.'s Architectural Control Committee provided for in Article III hereof, and shall sometimes be referred to as the Committee.

Section 8. "Supplemental Declaration" shall mean and refer to any supplemental declaration of covenants and restrictions bringing additional property within the scheme of this declaration under the authority provided in Article IX hereof, and/or supplementing these restrictions and covenants.

Section 9. "Member" and/or "Members" shall mean and refer to all those owners of the lots within the properties, who are members of the LAKEWOOD FOREST FUND, INC., as provided herein.

Section 10. "Corner Lot(s)" shall mean and refer to any Lot which abuts on more than one street.

Section 11. "Single Family" and/or "Single Family Dwelling" shall mean residential occupancy by members of a family who are related to each other by blood, adoption, or marriage, or residential occupancy by not more than three unrelated persons, living together as a single housekeeping unit as distinguished from a group occupying a boarding house, fraternity house, apartment house, commune or multi-family house.

Section 12. "Business" or "Business Purpose" shall include, but not be limited to, any occupation or venture having profit as one of its major aims; any commercial, industrial or professional dealings; any commercial establishment of any sort; any activity which includes one or more employees of any kind, not a member of the family residing on the premises; any establishment frequented by customers; any other activities which are commercial, profit-oriented, industrial, professional or manufacturing in nature and/or which involve the production, manufacturing, trade or

sale of goods and services; and/or any non-profit organizations which have one or more employees (as defined above) and/or which are frequented by customers.

Section 13. "Declarant" or "Developer" shall refer to River Oaks Financial Group, Inc., a Texas Corporation, its assigns, heirs and successors in interest who acquire Land within the subdivision for the purpose of development (as opposed to already developed Lots).

Section 14. "Streets" shall include any street, drive, boulevard, road, lane, avenue or any place that is shown on the recorded plat as a thoroughfare.

Section 15. "Detached Residence" or "Detached Dwelling or Structure" shall mean and refer to a living unit no side of which is on a side boundary line of the Lot upon which such living unit is situated.

Section 16. "Available Parking Spaces in a Garage" shall mean the total number of vehicles which could be parked or stored in a garage if the garage were completely unobstructed.

Section 17. "Record Owner" shall mean the Owner, as defined in section 2 supra, of a Lot as reflected in the books of the LAKEWOOD FOREST FUND, INC. For purposes of this Declaration, the owner of the Lot shall be (for voting and notification

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purposes) the person(s) or entity named in the books and records of the FUND, until such time as proper notification, as provided in Article VIII, sections One (1) and Eight (8), is given to the FUND.

Section 18. "Real Property Records" means the applicable records of the County Clerk of Harris County, Texas, in which conveyances of real property are recorded.

Section 19. "Lien Holder" means an individual, corporation, financial institution or other entity that holds a vendor's or deed of trust lien or mechanic's lien secured by land within the Subdivision.

Section 20. "Residential Lot(s)" means and refers to the Lots, shown upon the Subdivision plat, which are restricted hereby to use for residential purposes. The use of residential Lot(s) shall be limited to single family dwellings, as provided in Article II, section 1, hereafter, and shall exclude any business, commercial, manufacturing or other prohibited uses.

Section 21. "Majority" shall refer to fifty percent (50%) plus one of the Record Owners.

Section 22. "Structure" shall refer to and mean anything constructed on a Lot, including, but not limited to, buildings and any part thereof, garages, dwellings, outbuildings, fences, antennae, swimming pools, decking, spas, gazebos, tennis courts, pavement, driveways, walkways, slabs and other things constructed, whether constructed on the Lot or constructed elsewhere and moved onto the Lot.

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ARTICLE II

LAND USE AND BUILDING RESTRICTIONS

Section 1. Residential Use. Each Lot in the Subdivision shall be subject to the following use restrictions and such Lots shall be occupied and used only as follows:

- (a) No Lot shall be used for any purpose except for first class single family residential purposes, except as hereinafter provided. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, nursing homes, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, hotels, garage apartments, stores, licensed and unlicensed daycare or child care centers, sales offices (except as hereinafter provided), warehouses, or other business related or multiple family dwellings. No Lot shall be used or occupied for any business, commercial, trade or professional purposes whether apart from or in connection with the use

thereof as a residency. No building or structure intended for or adapted to business purposes, shall be erected, placed, permitted or maintained on such Lots or on any part thereof, and any such described business uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the Lots in the Subdivision. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, together with a private garage, and permitted outbuildings as defined in section 6 of this Article. No building of any kind or character (except as hereinafter provided) shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon. It is the intent of this covenant and restriction that no Owner of any Lot shall occupy or use his Lot or any building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than a private single family residency for himself or his family, guests and tenants and the provisions of this section shall be strictly construed.

- b) The above notwithstanding, the developer, its successors or assigns, and authorized home builders in the Subdivision shall have the temporary right to use a Lot for the erection and operation of a sales office, construction office

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or model home during the period of, and in connection with, construction and sales operations in the Subdivision, subject to the prior written approval of the board of Trustees of LAKEWOOD FOREST FUND, INC. Said Board shall have the authority to specify the duration of the time for which such offices may be maintained and the type of office which may be used or maintained in the Subdivision.

- (c) Notwithstanding the above, an outdoor salesperson or other professional person shall have the right to maintain an office in his home subject to the following restrictions: (1) No signs, advertisements, displays, banners, etc., shall be placed or maintained on the Lot, on the residency or any other structure of the Lot, or in any window on any residency; (2) No employees, agents or independent contractors (other than members of the family residing on the property) are employed to work at the premises; (3) No production or manufacturing of goods shall be permitted and no goods or services are sold or exchanged at the premises, except by telephone or mail; (4) Customers shall not be allowed to frequent the residence; and (5) The activity carried on shall not constitute and/or become an annoyance or nuisance to other Lot Owners; (6) no residential address may be utilized for advertising purposes or referenced in the business directory of a telephone book; (7) the outward appearance of a residence shall not evidence in any manner such profession or business; and (8) such use in all respects complies with the laws of the

State of Texas, local ordinances, and the laws, rules and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters, and conforms to public policy considerations.

- (d) All exterior construction of the primary residential structure, garage, porches and other appurtenances or appendages of every kind and character on any Lot shall be completed no later than one hundred eighty (180) days from the date of commencement of construction and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, and all interior walls, ceilings and doors completed) shall be completed no later than one year following the commencement of construction. Selection items, such as wallpaper, vinyl flooring, tile flooring, carpet, appliances, electrical fixtures, and other items which are commonly referred to in the building industry as selection items, are not included within the requirements of this subsection. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. For good cause, the Architectural Control Committee may extend the time for completion of interior construction.

- (e) No dwelling shall be occupied for residential purposes until the exterior and interior of the dwelling has been finished and/or completed to the extent required by the Architectural Control Committee.
- (f) No building material of any kind or character shall be placed or stored upon any residential Lot until the builder or Owner of the Lot is ready to commence improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected, screened from public view to the greatest extent possible, and shall not be placed in the street or between the street and the front or side setback lines. The builder or Lot Owner making the improvement shall have the duty to remove his nails and other building material from the street and adjoining Lots. No stump, trees, underbrush or any refuse of any kind or scrap material from the improvements being erected on any residential Lot shall be placed on any adjoining Lot or on streets or easements within the Subdivision. At the completion of such improvements, such construction material must be immediately removed from the property. If, in the opinion of the Board of Trustees of the LAKEWOOD FOREST FUND, INC., the retainment of such by-products of construction, refuse or scrap material shall cause an unsightly condition or shall become a nuisance to adjoining Lot Owners or a safety or health hazard, said Board may require the removal of said objects prior to the completion of construction of such improvements.

(g) Neither the Architectural Control Committee nor the Board of Trustees of LAKEWOOD FOREST FUND, INC. shall have the right to grant a variance as to the residential use restriction, and any such variance shall be null and void.

(h) Each owner of any Lot subject to these Restrictions shall be deemed to have consented, covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such Lot that such owner will not apply for a permit to erect, place, alter or add to any structure on any Lot other than a single family residence or other approved structure as specified and permitted herein.

Section 2. Dwelling Size. The minimum livable or floor area of the main residential structure, exclusive of open or screen porches, stoops, open terraces, garages, patios and attached accessory buildings shall be 2,000 square feet for one-story homes and 2,200 square feet for two-story homes.

Section 3. Quality and Type of Construction. Materials and Landscape. The following restrictions shall govern the construction of any structures on any Lots in the Subdivision:

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(a) No residence shall have less than fifty-one percent (51 %) brick or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee. All exterior first floor walls (exclusive of window and door openings) facing a street shall be erected with complete brick or masonry veneer, except that the Architectural Control Committee has the authority to approve residential construction utilizing other building materials so long as fifty-one percent (51%) of the residency is brick or equivalent masonry construction on its exterior wall area. For purposes of this restrictive covenant, masonry includes stucco and all materials commonly referred to in the Houston, Texas building industry as masonry. Masonry as used and required herein shall also include brick, brick veneer, stone, stone veneer, or other type or masonry construction, but shall not include asbestos shingles or other similar fireproof boarding. All wood burning fireplaces must be constructed with brick or brick veneer chimneys above the roof deck of the home.

(b) All residential structures shall be constructed on a concrete slab. The minimum top slab elevation for any residence shall be twelve inches (12") above the natural ground elevation of the Lot, or the minimum slab elevation required for a building permit issued by the Harris County Engineer's office, in compliance with the Federal Flood Insurance regulations, or the minimum

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(e) No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained in or on any building except in authorized sales offices as described above.

(f) No recreational equipment or structure, such as trampolines, swing sets, etc., shall be erected or maintained on any Lot forward of the building setback line or side yard lines for corner Lots. All such recreational equipment and structures must be fenced in accordance with the requirements of section 8. Such recreational equipment or structures shall not be permitted to be used in such manner as to become a nuisance or annoyance to other Lot Owners.

(g) Mailboxes, house numbers and similar structures must be harmonious with the overall character and aesthetics of the Subdivision.

(h) All new dwellings in the Subdivision shall be of a quality of workmanship and materials substantially the same or better than the existing dwellings previously constructed therein.

Section 4. Building Locations. The following restrictions, covenants and conditions shall be applicable to all dwellings, garages and other structures constructed on any Lot:

- (a) No building or other structures 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.
- (b) For purposes of this Declaration, eaves, steps and open porches shall not be considered part of the building; provided, however, that the foregoing shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot or to extend beyond the building setback line.
- (c) For purposes of this Declaration, the front Lot line of each Lot shall coincide with and be the Lot line having the shortest dimension abutting a street.
- (d) A corner Lot shall be deemed to front on that street on which it has its least dimension. Dwellings on corner Lots shall have a presentable frontage on all streets on which the particular corner Lot faces.

Section 5. Lot Area and Width. No Lot shall be resubdivided, nor shall any building or structure be erected or placed on any Lot having an area of less than that set forth for such on the plat of the Subdivision; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any Lot or Lots within said Subdivision if said resubdivision increases the minimum Lot area of all Lots affected

thereby, it being the intention of this restriction that no Lot within said Subdivision shall contain less than the aforesaid minimum area. The Architectural Control Committee may (but is not obligated to) approve the construction of a single family residence on a building site which consists of parts of one or more Lots provided: (1) the width of such building site at the building setback line shall not be less than the minimum frontage of the Lots in the same block, and (2) the provisions of these restrictive covenants fixing distances of improvements from interior Lot lines shall be applicable to the new property lines of such building site.

Section 6. Temporary and Prohibited Structures. No structure of any temporary character, and no trailer, mobile homes, basement, tent, shack, portable building, detached living quarters of any kind, carport, barn, tree house, shed or other outbuilding shall be constructed, used or maintained on any Lot at any time. Under no circumstances shall any such building be used as a residence, either temporarily or permanently. This restriction is subject to the following exceptions:

- (a) There shall be permitted on any residential Lot the use of a dog house, so long as said dog house is not of an unreasonable size, is so placed on a residential Lot so as not to be visible from the street from which said Lot faces, and is placed behind a fence constructed in accordance with these restrictions and does not exceed the height of the fence. The Board of

Trustees shall have the authority to determine whether the size of such dog house is reasonable or not.

- (b) There shall be permitted on any residential Lot the use of a storage building, not to exceed six feet (6') in height inclusive of the roof, at its highest point, provided that such storage building is positioned on each residential Lot in a manner such that the greatest portion of said building as is possible is not visible from the street on which said Lot faces, that such building is approved by the Architectural Control Committee, that said storage building is built and maintained in a manner consistent with these restrictions and covenants, that said storage building is placed behind a fence or other protective screening as provided elsewhere in these covenants, that such outbuilding corresponds in style, architecture and type of material to the main dwelling to which it is appurtenant, and that such storage building complies strictly with the applicable setback lines.

Section 7. Garages. Garages must be provided for all residences and in no case shall a carport act as or be substituted for a garage even on a temporary basis. The garage shall conform in design and material with the main structure. Each detached garage shall be required to be connected to the main dwelling by a breezeway and shall have a minimum setback from the front property line of sixty-five feet (65') and shall comply with the minimum side building set back line shown on the

recorded plat, except as hereinafter provided. No garage shall be placed, erected or maintained upon any part of said premises except for use in connection with a residence already constructed or under construction at the time such garage is placed or erected upon the Lot. There shall be only one (1) garage structure for each Lot which shall have places for no fewer than two (2) vehicles. The maximum number of places for vehicles in any garage structure shall be four (4).

No garage door located less than twenty-five feet (25') behind the front wall of the main residential structure shall open at less than a ninety degree (90°) angle to the front property line unless expressly approved, in writing, by the Architectural Control Committee. Nothing herein contained shall be construed to permit or allow the use of any garage for other than, primarily, the housing of automobiles or vehicles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited. All garages shall be connected to the nearest street by a driveway which driveway shall be surfaced with concrete or other similar substance approved by the Architectural Control Committee. The Architectural Control Committee shall determine the location of the driveway. No more than one driveway, including an approved circular driveway, shall be permitted on a Lot and the width of the allowed driveway shall not exceed the width of the garage. The Architectural Control Committee shall have the authority, in its sole discretion, to determine the type of construction and location of said garage. In no case may any garage be used for any business and/or business purpose and such garages shall be subject to the provisions of section 1 (a)

of this Article. No garage on any Lot shall be used as a residence under any circumstances.

Garage doors shall be kept completely closed when the garage is not in use and no vehicle or other obstruction shall be placed in the garage which prevents the garage door from being closed.

Any construction of a second floor level of a garage (for purposes of creation of a recreation room, living quarters or otherwise), whether by the original builder or as an alteration to an existing garage, shall require the prior written approval of the Architectural Control Committee.

No garage apartments for rental purposes shall be permitted on any residential Lot.

The restrictions contained herein shall not apply to a porte-cochere provided that said porte-cochere has been approved as to location, size, type of material and design by the Architectural Control Committee prior to its construction, and provided that said porte-cochere corresponds in style, architecture and type of material to the main structure to which it is appurtenant.

Section 8. Fences and Protective Screening. No fence, wall, hedge, pergola or other attached or detached structure shall be erected, placed, maintained or permitted to remain on any part of any Lot between the street adjoining the Lot and front setback lines and/or forward of the building setback line of such Lot as the case may be or on the Lot building line of any corner Lot on the side facing the street. No fence or wall within the properties is to exceed seven feet (7') in height. The heights or elevations of any wall or fences shall be measured from ground level perpendicular to the top of the fence. In no event shall any fence or wall be erected, placed or altered on any Lot nearer to the street than the minimum setback lines as shown on the recorded plat. No fence or wall constructed of chain link or other form of metal, wire or wire mesh shall be erected on any Lot, unless completely enclosed inside wood fencing or other approved fencing and unless such fence is lower in height than the outside fence. Wooden fences visible from and adjoining to any street shall be constructed in such a manner that smooth faced pickets will be visible from the street and horizontal rails and vertical posts face into the rear or side yard. Said fences shall be constructed so that there are no gaps between the boards constituting said fence. All fences must be kept in like-new condition, weathering excepted. It shall be the Lot Owner's responsibility to maintain the fence or protective screening in good repair.

All fences on the street to which the Lots face or abut shall be uniform in height, style, color and type of material.

Wrought iron fences shall be permitted provided that the design, color and type of material of such fence is approved by the Architectural Control Committee prior to its construction or installation.

Section 9. Antennas. Electronic Transmitters. Satellite Dishes. The following restrictions, covenants and conditions shall be applicable to antennas, electronic transmitters and satellite dishes:

- (a) No electronic antenna or device of any type other than one antenna for receiving television signals, FM signal and/or citizens band signals shall be erected, constructed, placed or permitted to remain on any Lots, residences thereon or other permitted buildings constructed in the Subdivision. Only one exterior television antenna shall be allowed for each Lot, which antenna does not exceed four feet (4') over the main roof hip or highest point of the roof of the main residential structure on such Lot. The permitted antenna may be free standing (with or without guide wires) or may be attached to the residential structure; however, in any event, the antenna's location shall be restricted to the rear of the residential structure or to the rear of the roof ridge line, gable or center line of the residential structure so as to be hidden from sight, to the greatest extent practical, when viewed from the front of the Lot.

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(b) Satellite dish antennas and/or any other dish type antennas, where permitted, must be mounted in concrete in such a manner that if unanchored in a high wind they will do no damage to the Properties, and mounted to the lowest extent practical behind fences and not visible from the street. Such satellite dish or dish type antenna shall not be more than ten feet (10') in diameter. The location of such satellite dish or dish type antenna shall be restricted to the rear of the residential structure so as to be hidden from sight, to the extent practical, when viewed from the front of the Lot. Notwithstanding the above, the location, size, design and practicality for any satellite dish or dish type antenna must be approved, prior to construction and installation, by the Architectural Control Committee. No other exterior antennas of any sort shall be placed, allowed or maintained upon any structure or Lot situated in the Subdivision without the written approval of the Board of Trustees of LAKEWOOD FOREST FUND, INC. prior to its construction, erection or installation.

(c) No radio or other electronic transmitter shall be permitted or maintained on any Lot, the operation of which may interfere with normal radio or television reception of other Lot Owners.

(d) It is the intent of this section to comply with the applicable requirements and regulations of the Federal Communications Commissions Regulations pursuant to the Communications Act of 1934, as amended.

Section 10. Outdoor Swimming Pools, Hot Tubs, Spas, Decking and Gazebos.

The design and location of outdoor swimming pools, hot tubs, spas, decking (over six feet (6') in height), greenhouses and gazebos must be approved, prior to installation and/or construction, by the Architectural Control Committee, and such pools, etc., must be securely fenced in accordance with Article II, Section 8 of these deed restrictions. Each Lot Owner shall provide adequate fencing around any swimming pool, hot tub and/or spa constructed or installed on his Lot so as to safely keep children out of the pool or spa area. No outdoor swimming pool, hot tub, spa, decking or gazebo may be built or maintained forward of the front building setback line of a Lot, or the side yard lines for corner Lots.

Outdoor swimming pools, hot tubs, spas, decking and gazebos shall not be constructed in such a manner or at such location so as to infringe upon or interfere with any utility easements (as set forth in Article VI) and/or any easements for surface drainage (as set forth in Article II, section 17).

Section 11. Signs. No signs, billboards, banners, posters or advertising devices of any character shall be erected or maintained on any residential Lot except