

CONSOLIDATED AND RESTATED RESTRICTIONS OF
FLEETWOOD COMMUNITY IMPROVEMENT ASSOCIATION, INC.

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

WHEREAS, Fleetwood Community Improvement Association, Inc., (the "Association"), a Texas nonprofit corporation, is the governing entity for Fleetwood, Sections 1, 2, 3, 5, and 6, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk's Film Code Nos. 189024, 224045, 214052 replatted under 224091, 258133, and 272001, along with any amended plats or replats thereof (the "Subdivision"); and

WHEREAS, each Section of the Subdivision is subject to Restrictions, which have subsequently been amended, and recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. D614496, D787447, and Y525896 (Section 1), E553416 and Y525899 (Section 2), E693996 and Y525901 (Section 3*), E116716 and Y525903 (Section III**), F341486, F467557, and Y525904 (Section 5), and F658327, M580141 refiled under M980108, and Y525909 (Section 6), (collectively referred to, as amended, as the "Restrictions"); and

WHEREAS, because the material provisions of the Restrictions are identical, and due to the various amendments, the Association desires to consolidate and restate the Restrictions into one document, for ease of reference by the Association and its Members; and

WHEREAS, no amendments to the Restrictions are being made by this Consolidated and Restated Instrument, the provisions of the Restrictions remain in full force and effect as they appear in the Real Property Records of Harris County, Texas, this Instrument merely consolidates the Restrictions for the convenience of the Association and its Members;

NOW THEREFORE, pursuant to the foregoing recitals, the Association, through its Board of Directors, hereby adopts the following as the Consolidated and Restated Restrictions of Fleetwood Community Improvement Association, Inc.

1. LAND USE AND BUILDING TYPE

No building shall be erected, altered or permitted to remain on any lot other than the one detached single Family residential dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars and bona fide servants' quarters which shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises.

**Section 3, consists of Lots 1-4, Blk 1; Lots 5-8, 10-15, 17-19, Blk 3; Lots 1-29, Blk 5; Lots 1-29, Blk 6, and Lots 1-13, Blk 7.*

***Section III, consists of Lots 5-26, Blk 1; Lots 1-14, Blk 2; Lots 1-4, Blk 3; Lots 1-17, Blk 4; and Lots 30-37, Blk 5.*

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2.

ARCHITECTURAL CONTROL

No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of Vincent D. Kickerillo, Henry C. King, Jr. and Hallie P. Kickerillo, or their assignee, hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the even the Committee fails to approve or disapprove within thirty (30) days after the 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. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgments, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and, when given, will become part of these restrictions. Kickerillo hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the Fleetwood Community Improvement Association when One Hundred (100%) percent of all the lots in Fleetwood, (the respective Section), and all subsequent sections of Fleetwood Subdivision are occupied by residents.

3.

MINIMUM SQUARE FOOTGAE WITHIN IMPROVEMENTS

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages or detached servants quarters, shall not be less than two thousand (2,000) square feet, for a one story house, nor less than twenty-four hundred (2,400) square feet for a house of more than one story.

4.

LOCATION OF THE IMPROVEMENTS UPON THE LOT

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than five (5) feet to the rear lot line, nor three (3) feet to any side lot line, except that a three (3) foot fide yard shall be required for garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. All residential structures shall front the street on which it has the smallest frontage.^{1 2} No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing street, and no chain link fences shall be erected on any properties whatsoever located in Fleetwood, (the respective Section). Any wall, fence or hedge erected as a protective screening on a lot by Kickerillo shall pass ownership with title to property, and it shall be owner’s responsibility to maintain such protective screening thereafter.

¹ Except Lot 57, Block 2, shall face either North or West, and Lot 1, Block 1, shall face either North or East (Section 1).

² Except Lot 1, Block 8, shall face either South or West, and Lot 1, Block 1, shall face either South or East (Section III).

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5. COMPOSITE BUILDING SITE

Lots may be re-subdivided into building sites comprised of a part of one or more lots as platted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than five thousand five hundred (5,500) square feet in area or having a width of less than fifty-five (55) feet at the front building setback line on the recorded plat of said subdivision.

6. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither Kickerillo or 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.

7. PROHIBITION OF OFFENSIVE ACTIVITIES

No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes except as herein referred to. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Kickerillo, or its assigns, may maintain as long as it owns property in Fleetwood, (the respective Section), in or upon such portions of the property as Kickerillo determines, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation as to offices, storage areas and signs.

8. USE OF TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, barn, garage or other out-building (except for living quarters contained therein for bona fide servants), shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. Kickerillo, or its assignees, will have the right to remove any such sign exceeding the five square feet which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

10. STORAGE OF AUTMOBILES, BOATS, TRAILERS AND OTHER VEHICLES

No boat trailers, boats, travel trailers, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently or permanently stored in the public street right-of-way or driveways. Permanently and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

11. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. ANIMAL HUSBANDRY.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than two (2) dogs, house cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

14. VISUAL OBSTRUCTIONS AT THE INTERSECTION OF PUBLIC STREETS

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

15. LOT MAINTENANCE

The owners 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 materials 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 as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots in the intersection of streets or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or the occupant of any lot in observing the above requirements or any of them such default continuing after ten (1) days' written notice thereof, Kickerillo or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

16. ROOFING MATERIAL

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17.

MAXIMUM HEIGHT OF ANTENNAE

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot unless hidden from outside view, and no radio or television aerial wires or antennae shall be placed or maintained on the outside of any building nor shall any free standing antennae of any style be permitted. All radio or television aerial wires or antennae must be built within the main structure and not visible from outside of such structure.

18.

UNDERGROUND ELECTRIC SERVICE AND EASEMENTS

An underground electric distribution system will be installed in that part of Fleetwood, (the respective Section), designated Underground Residential Subdivision, which underground service area shall embrace all lots in Fleetwood, (the respective Section). 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) 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 such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each lot therein shall be underground, 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 town-houses 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 purchases (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 (i) \$1.00 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (ii) the cost of rearranging and adding any electric facilities to serve such lot, which rearrangement and/or addition is determined by the company to be necessary.

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19.

MAINTENANCE FUND

Each lot shall be subject to an annual maintenance charge of One Hundred (\$100.00) Dollars per lot for the purposes of creating a fund to be known as Fleetwood Community Improvement Association, Inc., and which maintenance fund charge shall be paid by the owner of each lot in conjunction with like charges to be paid by all other lot owners. Such maintenance charge shall be payable annually to Fleetwood Community Improvement Association, Inc., a Texas non-profit corporation, in advance of January 1 of each year, commencing with the date of conveyance of such lot by Kickerillo Company, its successors and assigns, and to secure the payment of such maintenance charge a vendor's lien is herein and hereby retained against the above described property in favor of Fleetwood Community Improvement Association, Inc., its successors and assigns, to secure the full and final payment of such maintenance charge. All past due maintenance charge shall bear interest from their due date of 7% per annum until paid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed and delivered by Kickerillo with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient (with priority given to maintenance of cul-de-sac islands, esplanades and all other esthetic features located within County rights-of-way), toward the payment for maintenance or installation of streets, alleyways, paths, parks, parkways, cul-de-sacs, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of Fleetwood Community Improvement Association, Inc., to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of Fleetwood Community Improvement Association, Inc., in the expenditure of said fund shall be final as long as said judgment is exercised in good faith. Such maintenance charge may be adjusted by Fleetwood Property Owners Association, Inc. (successor to Fleetwood Community Improvement Association, Inc.) (the "Association"), from year to year as the needs of the property may in its judgment require, provided however, that the maintenance charge assessed for the year 2005, which shall be due on January 1, 2005, shall not exceed Three Hundred Seventy-Five and NO/100 Dollars (\$375.00) per lot. The amount of the maintenance charge shall be levied at the sole discretion of the Board of Directors of the Association. The Board of Directors shall determine the sufficiency or insufficiency of the then current maintenance charge to reasonably meet the expenses for providing services and capital improvements in Fleetwood Section 1, Section 2, Section III, Section Three (3), Section Five (5) and Section Six (6), inclusive, all subdivisions in Harris County, Texas, and may, in its sole discretion, beginning for the year 2006, increase the annual maintenance charge in an amount up to five percent (5%) over the previous year's annual maintenance charge. The annual maintenance charge shall not be adjusted more than once in a calendar year nor shall any increase be construed to take effect retroactively. Any such increase not levied annually may not be accumulated.

20.

RIGHTS OF MORTGAGEES

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easements, agreements, restrictions, reservations or covenants are violated.

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21.

ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assigns, and equally for the benefit of any subsequent owner of a lot or lots in Fleetwood, (the respective Section), and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

22.

SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no wise affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

23.

AMENDMENT TO THE ABOVE RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended by an instrument signed by at least one of the owners of not less than seventy-five percent (75%) of the lots contained within (the respective) Subdivision. Any amendment must be recorded.

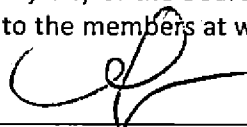
24.

SPECIAL ASSESSMENT

In addition to the annual maintenance charge, the Association may levy a Special Assessment, which shall be uniformly assessed against all lots within the Association subject to such Special Assessment, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital type improvement, in the common areas of the subdivision or any other special need that is not included within the normal operating budget of the Association. The Special Assessment shall be levied at the sole discretion of the Board of Directors of the Association, however, in order for any Special Assessment to be imposed, the Association shall give written notice to the owners of each lot at their last known mailing address and, before the Special Assessment can become effective, it must be approved, in writing, by at least one owner of not less than two-thirds (2/3) of the lots within the Association subject to such Special Assessment.

CERTIFICATION

"I, the undersigned, being the President of Fleetwood Community Improvement Association, Inc., hereby certify that the foregoing Consolidated and Restated Restrictions of Fleetwood Community Improvement Association, Inc., was adopted by the vote of at least a majority of the Board of Directors, at an open meeting of the Board, properly noticed to the members at which a quorum of the Board was present."

By:  _____, President

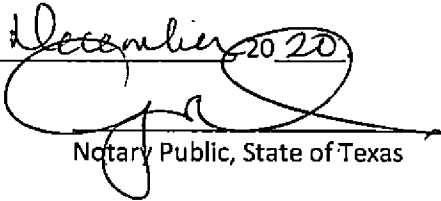
Print Name: Caryn Craig Date: 12/8/2020

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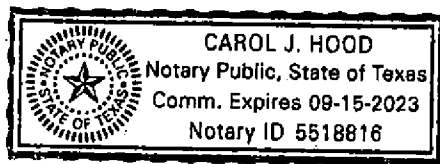
THE STATE OF TEXAS)
:
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day, personally appeared _____, President of Fleetwood Community Improvement Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity stated.

Given under my hand and seal of office this 8 day of December 2020



Notary Public, State of Texas



E-RECORDED BY:
HOLT & YOUNG, P.C.
9821 Katy Freeway, Ste. 350
Houston, Texas 77024

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$46.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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