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Amend

121-68-1740

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STATE OF TEXAS
COUNTY OF HARRIS

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
LAKEWOOD FOREST SUBDIVISION, SECTION 5B

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WHEREAS, restrictions filed of record at County Clerk's Film Code No. 120-07-0127 of the Deed Records of Harris County, Texas, impose upon Lakewood Forest Subdivision, Section 5B, a Subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 203, Page 21, of the Map Records of Harris County, Texas, all those certain covenants, restrictions, easements, changes and liens therein set forth for the benefit of said property and each owner thereof.

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WHEREAS, said restrictions, at Paragraph 15, provide for amendment and extension thereof by an instrument signed by the Owners of a majority of Lots, said instrument to be recorded in the Real Property Records of Harris County, Texas; and

WHEREAS, the undersigned, constituting no less than a majority of Owners of Lots in Lakewood Forest Subdivision, Section 5B, in their desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said Subdivision, for the protection of property values thereon, and for the purpose of clarifying and more clearly specifying certain restrictions and procedures applicable to enforcement, architectural control and maintenance assessments, desire to place on and against said property certain protective and restrictive covenants regarding the use hereof; and

WHEREAS, because of current and projected social, economic and technological developments and circumstances unforeseen by the developers and individual homeowners at the time of filing previous restrictive covenants, the Restrictive Covenants of record are deficient in relation to the future needs of the Subdivision.

NOW, THEREFORE, the undersigned, do hereby make and file the following restrictions, reservations, protective covenants, limitations and conditions regarding the use and/or improvements on the Lots located in said Lakewood Forest Subdivision, Section 5B, including the dedicated roads, avenues, streets and waterways therein, and we hereby amend or change by this instrument the previous restrictions on file for Lakewood Forest Subdivision, Section 5B, as referenced above.

FILED
7 23 PM '88
with Acknowledgment
COUNTY CLERK
HARRIS COUNTY, TEXAS

ARTICLE I
DEFINITIONS

121-68-1741

Section 1. "LAKEWOOD FOREST FUND, INC.", a Texas Nonprofit 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 Board of Trustees of LAKEWOOD FOREST FUND, INC.

Section 4. "The Subdivision" shall mean and refer to the Properties as defined above and any additional Properties which may hereinafter be brought within the scheme of these restrictive covenants and hereinafter brought within the jurisdiction of the Board of Trustees of LAKEWOOD FOREST FUND, INC.

Section 5. "Lot" and/or "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map or plat of the properties, 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 Architectural Control Committee provided for in Article IV 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 X hereof, and/or supplementing these restrictions and covenants.

Section 9. "Member" and/or "Members" shall mean and refer to all those owners who are members of the LAKEWOOD FOREST FUND, INC., together with all the owners in the Subdivision who are members of the LAKEWOOD FOREST FUND, INC., as provided in all other supplemental declarations.

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 mean and 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. "Developer" shall refer to Wesley Development Co., a Texas Corporation, its assigns, heirs and successors in interest; Mac-Carey Properties, Inc., a Texas Corporation, its assigns, heirs and successors in interest; and River Oaks Financial Corporation, a Texas Corporation, its assigns, heirs and successors in interest.

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. "Section 1" shall refer to all Lots in Lakewood Forest, Section 1, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 192, page 130, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 1, shall refer to those restrictions and covenants filed for record on October 9, 1973, under County Clerk's file No. D994579 of the Deed Records of Harris County, Texas, and filed under County Clerk's film code No. 168-37-2524 of the Real Property Records of Harris County, Texas.

Section 16. "Section 2" shall refer to all Lots in Lakewood Forest, Section 2, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 203, page 8, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 2, shall refer to those restrictions and covenants filed for record on February 25, 1974, and recorded under County Clerk's file No. E084177 of the Deed Records of Harris County, Texas, and filed under County Clerk's film code No. 174-30-0511 of the Real Property Records of Harris County, Texas.

Section 17. "Section 3A" shall refer to all Lots in Lakewood Forest, Section 3, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 201, page 143, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 3, shall refer to those restrictions and covenants filed for record on March 10, 1975, and recorded under County Clerk's file No. E381975 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 117-11-0321 of the Real Property Records of Harris County, Texas; and "Section 3B" shall refer to all lots in Replat of Reserve "B" Lakewood Forest, Section Three, according to the map or plat thereof recorded in Volume 239, Page 70, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Replat of Reserve "B" Lakewood Forest, Section Three, shall refer to those restrictions and covenants filed for record on January 27, 1977, and recorded under County Clerk's file No. F026851 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 157-17-2300 of the Real Property Records of Harris County, Texas.

Section 18. "Section 5A" shall refer to Lots 1 (one) through 24 (twenty-four), Block 35 (thirty-five) in Lakewood Forest, Section 5, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 203, page 21, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 5A, shall refer to those restrictions and covenants filed for record on July 24, 1978,

and recorded under County Clerk's file No. F693473 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 101-87-1205 of the Real Property Records of Harris County, Texas; and "Section 5B" shall refer to Lots 1 (one) through 5 (five), inclusive, Block 33 (thirty-three); Lots 9 (nine) through 16 (sixteen) inclusive, Block 11 (eleven); Lots 17 (seventeen) through 23 (twenty-three), inclusive, Block 34 (thirty-four) in Lakewood Forest, Section 5, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 203, page 21, of the Map Records of Harris County, Texas, and shall also include any other Lots in Section 5 shown on the recorded plat to be residential Lots, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 5B, shall refer to those restrictions and covenants filed for record on May 7, 1975, and recorded under County Clerk's file No. E428140 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 120-07-0127 of the Real Property Records of Harris County, Texas.

Section 19. "Section 6" shall refer to all Lots in Lakewood Forest, Section 6, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 231, page 49 of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 6, shall refer to those restrictions and covenants filed for record on March 3, 1976, and recorded under County Clerk's file No. E692169 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 136-10-1993 of the Real Property Records of Harris County, Texas.

Section 20. "Section 7" shall refer to all Lots in Lakewood Forest, Section 7, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 239, page 143, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 7, shall refer to those restrictions and covenants filed for record on October 3, 1977, under County Clerk's file No. F318788 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 176-18-2419 of the Real Property Records of Harris County, Texas.

Section 21. "Section 8" shall refer to all Lots in Lakewood Forest, Section 8, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 239, page 138, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 8, shall refer to those restrictions and covenants filed for record on October 3, 1977, under County Clerk's file No. F318791 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 176-18-2434 of the Real Property Records of Harris County, Texas.

Section 22. "Section 9" shall refer to all Lots in Lakewood Forest, Section 9, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 245, page 68, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 9, shall refer to those restrictions and covenants filed for record on October 3, 1977, under County Clerk's file No. F318787 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 176-18-2412 of the Real Property Records of Harris County, Texas.

Section 23. "Section 10" shall refer to all Lots in Lakewood Forest, Section 10, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 260, page 59, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 10, shall refer to those restrictions and covenants filed for record on April 24, 1978, under County Clerk's file No. F567046 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 193-02-1483 of the Real Property Records of Harris County, Texas.

Section 24. "Section 11" shall refer to all Lots in Lakewood Forest, Section 11, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 283, page 90, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 11, shall refer to those restrictions and covenants filed for record on May 25, 1979, under County Clerk's file No. G094925 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 128-99-0902 of the Real Property Records of Harris County, Texas.

Section 25. "Section 12" shall refer to all Lots in Lakewood Forest, Section 12, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 314, page 108, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Section 12, shall refer to those restrictions and covenants filed for record on September 28, 1983, under County Clerk's file No. J159644 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 060-81-1838 of the Real Property Records of Harris County, Texas.

Section 26. "Section 14" shall refer to all Lots in Lakewood Forest, Section 14, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 326, page 127, of the Map Records of Harris County, Texas, and the Declaration of Covenants and Conditions and Restrictions (restrictions and covenants governing property and lots in Lakewood Forest, Section 14), shall refer to those restrictions and covenants filed for record on October 22, 1984, under County Clerk's file No. J747942 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 097-93-2096 of the Real Property Records of Harris County, Texas.

Section 27. "Lakewood Forest Patio Homes, Section 1 and Section 2" shall refer to all Lots in Lakewood Forest Patio Homes, Section 1, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 304, page 26, of the Map Records of Harris County, Texas, and to all Lots in Lakewood Forest Patio Homes, Section 2, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 308, page 68, of the Map Records of Harris County, Texas, and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest Patio Homes in Section 1 and Section 2, shall refer to those restrictions and covenants filed for record on July 21, 1982, under County Clerk's file No. H539757 of the Deed Records of Harris County, Texas, and filed under County Clerk's film No. 020-87-1579 of the Real Property Records of Harris County, Texas. The covenants and restrictions shall not apply to Lot twenty-five (25), Block One (1), of said Patio Homes.

Section 28. "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 29. "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 30. "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 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 IX, Sections One (1) and Eight (8), is given to the FUND.

Section 31. "Real Property Records" means the applicable records of the County Clerk of Harris County, Texas, in which conveyances of real property are recorded.

Section 32. "Lien Holder" means an individual, corporation, financial institution or other entity that holds a vendor's or deed of trust lien or mechanics lien secured by land within the Subdivision.

Section 33. "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 III, Section 1, hereafter, and shall exclude any business, commercial, manufacturing or other prohibited uses.

Section 34. "Approving Section(s)" shall refer to those Sections in which the required number of Lot Owners sign and approve this Declaration.

Section 35. "Majority" shall refer to fifty-one percent (51%) of the Record Owners.

Section 36. "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, swimming pools, decking, spas, gazebos, fences, tennis courts, pavement, driveways, walkways, slabs and other things constructed, whether constructed on the Lot or constructed elsewhere and moved onto the Lot.

ARTICLE II

AMENDMENT OF EXISTING RESTRICTIONS AND COVENANTS

Section 1. Purpose of Declaration of Covenants, Conditions and Restrictions. Except as hereinafter provided, the purpose and intent of this Declaration of Covenants, Conditions and Restrictions is to amend, in their entirety, the existing Restrictions and Covenants Governing Property and Lots in Lakewood Forest Subdivision, Sections 1, 2, 3A, 3B, 5A, 5B, 6, 7, 8, 9, 10, 11, 12 and 14 and the Restrictions and Covenants Governing Property and Lots in Lakewood Forest Patio Homes, Section 1 and Section 2 (as each of those Sections has heretofore been defined elsewhere in this Declaration). Except as hereinafter provided, the existing restrictions and covenants governing property and Lots for each of the foregoing sections shall be amended in their entirety upon approval of this Declaration by a majority of the members (as that term is defined elsewhere in this Declaration) of each Section of Lakewood Forest. The amendment of the restrictions and covenants, as contained in this Declaration, shall not operate to divest the Board of Trustees of the LAKEWOOD FOREST FUND, INC., or any other affected person, from pursuing a legal action to enforce or abate any violation of any of the restrictions and covenants contained in the existing restrictions and covenants governing property and Lots in Lakewood Forest Subdivision, and shall not operate to relieve any person or entity from his obligation to pay any regular assessments for maintenance fees which had accrued and/or were delinquent at the time of the enactment of this amendment.

Section 2. Effect of Amendment. This Declaration of Covenants, Conditions and Restrictions shall become effective and legally enforceable upon approval by a majority of the members or Lot Owners in an "Approving Section" of the Subdivision. In the event that a majority of such members or Lot Owners shall approve this Declaration in one or more Sections of Lakewood Forest Subdivision, these Declarations of Covenants, Conditions and Restrictions shall become effective and legally enforceable as to each and every Section of Lakewood Forest Subdivision in which at least a majority of the members or Lot Owners have approved this Declaration. Although the intent of this Declaration is to provide a uniform set of covenants, conditions and restrictions for all Sections of Lakewood Forest Subdivision, the covenants, conditions

and restrictions contained in this Declaration shall be effective and legally enforceable in those Sections of Lakewood Forest Subdivision in which this Declaration has been approved and ratified as provided herein, even though other Sections of Lakewood Forest Subdivision fail to approve and ratify this Declaration.

Section 3. Severability. Should the Declaration of Covenants, Conditions and Restrictions, contained in this instrument, be invalidated in its entirety by judgment or court order, then the Restrictions and Covenants Governing Property and Lots in Lakewood Forest Subdivision, as same existed prior to this amendment, shall be revived and shall become in full force and effect as it is the intent of the signatories to this Declaration that restrictions and covenants shall govern the properties of Lakewood Forest. In the event that any particular sections or provisions of this Declaration are invalidated by judgment or court order and the entire Declaration is not so invalidated, and, as the result of such invalidation the particular restriction or covenant is no longer enforceable (in its amended form), then the applicable restriction or covenant contained in the Restrictions and Covenants Governing the Property and Lots in Lakewood Forest Subdivision shall be revived and shall become in full force and effect only as to the particular restriction or covenant which had been invalidated.

Section 4. Future Amendments. The provisions of this Article shall govern the enactment of this Declaration. Future Amendments or Revisions or Supplemental Declarations shall be governed by the provisions of Article X.

Section 5. Residential Use Restriction Not Amended. The existing restrictions and covenants of the various Sections of the Subdivision contain restrictions limiting the use of the Properties and Lots therein to single family residential purposes and further exclude any business uses or purposes. These restrictions appear in section one (1), entitled "1. Land Use and Building Type", of the Covenants Applying to Residential Lots in the Restrictions and Covenants Governing Property and Lots in Lakewood Forest, Sections One through Twelve, inclusive, and the Patio Homes, Section One and Two, and in Article Seven, Section One, of the Declaration of Covenants, Conditions and Restrictions, Lakewood Forest Subdivision, Section Fourteen. Each of the restrictions were in full force and effect prior to September 1, 1985. The signatories to this instrument acknowledge and affirm that the present Lot Owners relied upon this restriction in purchasing their Lots. It is the intent of the signatories to the Declaration that the single family residential use or purpose provisions, as stated in this subsection, be continued in this instrument and that the residential use provisions be only clarified and not amended.

ARTICLE III

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 Lakewood Forest 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 his own 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 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 residency on a regular basis; and (5) The activity carried on shall not constitute and/or become an annoyance or nuisance to other Lot Owners.
- (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, streets or easements. 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 any 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 as set forth below for each Section of Lakewood Forest Subdivision:

- (a) For Sections One, Three A, Three B, Five B, Seven, Eight, Nine and Eleven, the minimum livable area, as defined above, shall not be less than two thousand square feet (2,000 s.f.).
- (b) For Section Two, the minimum livable area, as defined above, shall not be less than two thousand five hundred square feet (2,500 s.f.) for a one story dwelling and three thousand square feet (3,000 s.f.) for a two story house.
- (c) For Section Five A, the minimum livable area, as defined above, shall not be less than two thousand two hundred square feet (2,200 s.f.).
- (d) For Section Six, the minimum livable area, as defined above, shall not be less than two thousand two hundred fifty square feet (2,250 s.f.).
- (e) For Sections Ten and Patio Homes, Sections One and Two, the minimum livable area, as defined above, shall not be less than one thousand eight hundred square feet (1,800 s.f.) for a one story dwelling, and two thousand two hundred square feet (2,200 s.f.) for a two story dwelling.
- (f) For Section Twelve, the minimum livable area, as defined above, shall not be less than two thousand eight hundred square feet (2,800 s.f.).

- (g) For Section Fourteen, the minimum livable area, as defined above, shall not be less than two thousand square feet (2,000 s.f.) for all Lots, except Lots One (1) through Twenty-Six (26), Block One (1), Lots Sixteen (16) through Twenty-Nine (29), Block Two (2), Lots Seventeen (17) through Twenty-Six (26), Block Three (3) and Lot Twelve (12), Block Five (5), as to which the livable area shall not be less than one thousand six hundred square feet (1,600 s.f.).

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:

- (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.

In computing the above percentage, roof areas, gables and window and door openings shall be excluded, but attached garages, porches and other structures constituting part of the residency shall be included.

- (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 slab elevation required by the Architectural Control Committee, whichever elevation is higher.
- X (c) All roofs of any permitted structures of whatever type shall be constructed of wood shingles or substitute as approved by the Architectural Control Committee. No roof of any building shall be constructed or covered with asphalt or asbestos shingles or composition roofing materials unless (1) it is of a grade to match or better G.A.F. timberline shingles (330 lbs. or better) and (2) it is approved by the Architectural Control Committee. All roof mounted solar panels must be fourteen inches (14") from the lower inside roof edges. Panels shall not be mounted on overhangs or free-standing roof areas. Such panels must be made of good quality material and mounted so that in a high wind they do not become unanchored and cause damage to other properties. The above notwithstanding, all solar and alternate energy installations must be approved in writing by the Architectural Control Committee.
- (d) Unless otherwise approved in writing by the Architectural Control Committee, each main residence building and all improvements shall be constructed on the Lot so as to face the front of the Lot. Each corner Lot shall face on the street on which it has the smallest frontage, except that garages on corner Lots may face the side street.
- (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 basketball backboards, 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 any Section of the Subdivision shall be of a quality of workmanship and materials substantially the same or better than the existing dwellings previously constructed in that Section in which the dwelling is located.
- (i) No residential dwelling which has been previously constructed and which was not otherwise in violation of the existing deed restrictions at the time of construction shall be affected by these restrictions.
- (j) The following special requirements shall be applicable to all Lots in Section 12 of Lakewood Forest Subdivision:
 - (1) Every house shall have built-in security systems for fire and burglar protection;
 - (2) Every swimming pool must provide adequate fencing to keep children out;
 - (3) Every yard must be landscaped with a minimum of two trees with three-inch (3") diameter one foot above the ground on every Lot, and solidly sodded in the front;
 - (4) All garages facing the same street as the house faces must have electronic garage door closures;
 - (5) All permitted sidewalks and driveways must have a pea gravel finish or other finish approved by the Architectural Control Committee.

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 be considered as a 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. Overhangs of the walls or buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation.
- (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.
- (e) The following building setback lines shall govern each Section of Lakewood Forest:
 - (1) For Sections One, Three A, Five A, Five B and Fourteen, no dwelling, building or other structure shall be located on any residential Lot or plot nearer than twenty-five feet (25') to the front Lot line, nor nearer than ten

feet (10') to any side street line, unless otherwise noted on the recorded plat, nor nearer than five feet (5') to the rear Lot line, nor nearer than three feet (3') to any side Lot line.

- (2) For Sections Two and Twelve, no dwelling, building or other structure shall be located on any residential Lot or plot nearer than twenty-five feet (25') to the front Lot line, nor nearer than ten feet (10') to any side street line, unless otherwise noted on the recorded plat, nor nearer than five feet (5') to the rear Lot line, nor nearer than five feet (5') to any side Lot line.
- (3) For Sections Six, Three B, Seven, Eight, Nine, Ten and Eleven, no dwelling, building or other structure shall be located on any residential Lot or plot nearer than twenty feet (20') to the front Lot line, nor nearer than ten feet (10') to any side street line, unless otherwise noted on the recorded plat, nor nearer than five feet (5') to the rear Lot line, nor nearer than three feet (3') to any side Lot line.
- (4) For the Lakewood Forest Patio Homes, Sections One and Two, no dwelling, building or other structure shall be located on any residential Lot or plot nearer than five feet (5') to an interior Lot line, except that a garage located sixty feet (60') or more from the front Lot line may be a minimum distance of three feet (3') from the interior Lot line. 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 (90) degree angle to the front property line. For the purposes of this covenant or restriction, 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. Dwellings constructed in Lakewood Forest Patio Homes, Section One and Section Two, may have one outside wall abutting the property line designated as the "zero setback line" for that Lot by the Architectural Control Committee, except in the case of corner Lots or unless a different layout is authorized in writing by the Architectural Control Committee. Corner Lots may have a "zero setback line" opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall not be less than five feet (5') from the dwelling or appurtenant structure on any contiguous Lot(s). Overhang of the walls and roofs of such buildings or structures shall be permitted beyond the zero setback lines and property lines so long as such overhang does not extend out more than eighteen inches (18") from the slab or foundation, and roofs on the zero setback line shall be constructed in such a manner as not to drain onto the adjacent Lot. No windows, doors or other openings may be placed in the wall built on or parallel to the zero setback line unless the wall is a minimum of three feet (3') from the zero setback line except that walls on the zero setback line may have openings if such wall faces onto a reserve or easement. Where a Lot has frontage on both a public street and a private street, the driveway thereon shall provide access from the private street regardless of the amount of frontage on the public street, unless the Architectural Control Committee authorizes a different layout in writing. The side wall of the dwelling or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material consisting of masonry with brick-face exterior or similar material as approved by the Architectural Control Committee. The Owner of any adjacent Lot shall not attach anything to a side wall or fence located upon the zero setback line; nor shall the Owner of any

adjacent Lot alter in any manner, i.e., structure, color, material or otherwise, a side wall or fence located upon the zero setback line without the (1) written approval of the Architectural Control Committee and (2) written consent of the adjoining Lot Owners.

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 below for each Section 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 approve the construction of a single family residency 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 set forth below and, (2) the provisions of these restricted covenants fixing distances of improvements from interior Lot lines shall be applicable to the new property lines of such building site. The minimum Lot area and width for each Section of Lakewood Forest Subdivision shall be as follows:

- (a) Except as hereinafter provided, no dwelling shall be erected or placed upon any building site containing less than seven thousand five hundred square feet (7,500 s.f.) in area or having a width of less than sixty-eight feet (68') at the front building setback line shown on the recorded plat of said Subdivision.
- (b) For Section Fourteen (14), no dwelling shall be erected or placed upon any building site containing less than seven thousand five hundred square feet (7,500 s.f.) in area or having a width of less than seventy feet (70') at the front building setback line shown on the recorded plat of the Subdivision.
- (c) For Lakewood Forest Patio Homes, Sections One and Two, no dwelling shall be erected or placed upon any building site containing less than six thousand five hundred square feet (6,500 s.f.) in area or having a width of less than sixty-eight feet (68') at the front building setback line shown on the recorded plat of the Subdivision.
- (d) For Section Two (2), no dwelling shall be erected or placed upon any building site containing less than twenty thousand square feet (20,000 s.f.) in area or having a width of less than one hundred feet (100') at the front building setback line shown on the recorded plat of the Subdivision.

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 residency, 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. 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 or side property lines of sixty-five feet (65'), 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 in the different Sections of the Subdivision shall be as follows:

| <u>Section</u> | <u>No. of Cars</u> | <u>Section</u> | <u>No. of Cars</u> |
|----------------|--------------------|----------------|--------------------|
| One | Three | Nine | Four |
| Two | Three | Ten | Four |
| Three A & B | Three | Eleven | Four |
| Five A & B | Three | Twelve | Four |
| Six | Three | Fourteen | Five |
| Seven | Four | Patio Homes | Four |
| Eight | Four | | |

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 (90) degree 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 circumstance.

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.

This restriction shall not apply to a recreation room or living quarters constructed on the second floor level of a garage which had been constructed at the time of the enactment of this Declaration. 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 perpendicularly 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, residencies thereon or other permitted buildings constructed in the properties. Only one exterior television antenna shall be allowed for each Lot and only if it is roof mounted and 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.
- (b) In all Lots in Section 12 and Lakewood Forest Patio Homes, Section One and Section Two, no radio or television aerial wires or antennas or satellite dishes shall be maintained or installed on any portion of any residential Lot or any structure thereon unless hidden from outside view, and no radio or television aerial wires or antennas or satellite dishes shall be placed or maintained on the outside of any building nor