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RESTRICTIONS AND COVENANTS GOVERNING PROPERTY  
AND LOTS IN LAKEWOOD FOREST, SECTION TWELVE,  
AN ADDITION IN HARRIS COUNTY, TEXAS

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Mac-Carey Properties, Inc., a Texas Corporation acting through its duly authorized officers, hereafter sometimes called Declarant, for the purpose of creating and carrying out a uniform plan for the improvements and sale of lots in Lakewood Forest, Section Twelve, 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 Mac-Carey Properties, Inc., is the owner of all the lots in the said subdivision and Mac-Carey Properties desires to restrict the use and development of said property located in Lakewood Forest, Section Twelve, in order to insure that it will be a high-class restricted residential district:

19  
2

NOW, THEREFORE, Mac-Carey Properties, Inc., acting through its duly authorized officers, does hereby impose the following restrictions upon the said property included within Lakewood Forest, Section Twelve, which restrictions shall constitute covenants running with the land and with each and every property owner purchasing or owning lots in Lakewood Forest, Section Twelve, for their benefit and for the benefit of Mac-Carey Properties, Inc. and said restrictions shall constitute covenants running with the land and any beneficiary hereunder shall have the right to enforce such restrictions using whatever legal method deemed advisable.

COVENANTS APPLYING TO RESIDENTIAL LOTS

1. Land Use and Building Type:

No lot in Lakewood Forest, Section Twelve, shall be used for any purpose except for single family residential purposes. The term "residential purposes", as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, churches, hotels and commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the lots are expressly prohibited. 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 less than two nor more than four cars and permitted accessory structures. No tree houses, play areas, forts, sheds or animal pens shall be built on any lot unless solid screening is provided to prevent the view of such structure from the adjoining lots. This restriction shall not prevent the inclusion of servants domiciled with a tenant or owner; nor the temporary use of a garage, office or residence used as a sales or construction office until December 31, 1985. Such use as construction or sales office must have approval of the Architectural Control Committee. All alphabetized lettered reserves are excluded from these restrictions and shall remain totally unrestricted.

2. Architectural Control:

No building or other improvements shall be erected, placed or altered on any lot until the construction plans and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of three members whose

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*Janice L. ...*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

names are R. W. Carey, James D. Heil and Judd Cribbs. A majority of the Committee may designate a representative to act for it. 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required herein, shall be in writing. 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 a part of these restrictions. Mac-Carey Properties, Inc. retains the right to assign the duties, powers and responsibilities of the Architectural Control Committee to Lakewood Forest Fund, Inc. when all of the lots are built on and occupied.

All plans submitted for Architectural Control shall provide the following:

- (a) Every house shall have built in security systems for fire and burglar protection.
- (b) Every swimming pool must provide adequate fencing to keep children out.
- (c) Every yard must be landscaped with a minimum of two trees with three (3") inch diameter one foot above the ground on every lot, and solid sod the front yards.
- (d) All gargages facing the same street as the house faces must have electronic garage door closures.
- (e) All sidewalks and driveways must have a pea gravel finish or other finish approved by the Architectural Control Committee.

### 3. Dwelling Size and Construction:

The livable area of each main residential structure, exclusive of open or screened porches, stoops, open terraces, garages, or detached servant quarters, shall not be less than 2,800 square feet, and the exterior of the house must be at least 51% brick or other approved masonry.

### 4. Building Locations:

No building or other improvements shall be located on any lot nearer to the front lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Subject to the provisions of this Section hereinafter contained, no building shall be located nearer than five (5) feet to an interior lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. No garage door located less than twenty-five (25) feet behind the front wall of the main residential structure shall open at less than a ninety (90 Deg.) degree angle to the front property line unless expressly approved by the Architectural Control Committee. It is further provided that the garage doors on corner lots must face the rear of the lot and not the street. For the purposes of this covenant of 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.

Brick walls or entrances, when built by Mac-Carey Properties, Inc. shall become the property of the Lakewood Forest Fund, Inc. and an easement to maintain said brick wall is hereby retained for the purpose of maintenance. Said wall shall not be altered, replaced or repaired without approval of the Architectural Control Committee.

It is agreed and understood that the title conveyed to any lot or parcel of land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the brick wall above described.

5. Nuisances:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. Temporary Structures and Vehicles:

No structure of a temporary character, trailer, basement, tent, shack, garage (except for living quarters contained therein for bona fide servants), barn or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. No motor homes, boats, trucks, boat rigging, campers, house trailers or other trailers or vehicles of any kind shall ever be parked on any street or driveway, except for temporary parking incident to the contemporaneous use of such vehicle, nor shall same be left parked on any lot unless parked inside the garage or unless otherwise obscured from general view by some type of screening or fencing approved by the Architectural Control Committee.

No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the surface of the streets 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.

7. Signs:

No sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except:

(a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period; and

(b) Any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent.

Mac-Carey Properties, Inc. or its agent shall have the right to remove any sign not complying with the provisions of this Section, and in so doing, shall not be liable and is expressly relieved of any liability for trespass or other tort in connection therewith, or arising from such removal.

8. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon 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. Nothing herein shall prevent directional drilling from property outside Lakewood Forest, Section Twelve.

9. Livestock and Poultry:

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

10. 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 or disposal of such material shall be kept in a clean and sanitary condition.

11. Sewage Disposal and Water Supply:

No water well, cesspool or other individual sewage system shall be constructed or used on any lot, but each lot owner must use the water and sewer services provided until such time as those services are furnished by State, County, Municipal or other governmental authorities.

12. Cutting Weeds and Drainage:

Grass, vegetations and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 18 inches in diameter, unless the depth of the ditch shall require a larger size for proper drainage.

13. Lot Maintenance:

The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Lakewood Forest Fund, Inc. or its assigns, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove and cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary conditions, 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 Lot to pay such statement immediately upon receipt thereof.

14. Visual Screening on Lots:

The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playground or other facilities where the rear yard or portion of the Lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from public view of neighboring Lots, streets or other property.

15. Terms:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in Lakewood Forest, Section Twelve, and all persons claiming under them until January 1, 1991, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots is filed for record in Harris County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

## 16. Maintenance Fund:

Each lot shall be subject to a maximum monthly maintenance charge of not more than Thirty Dollars (\$30.00) per lot for the purpose of creating a fund to be known as Lakewood Forest Fund, 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 may be adjusted by Lakewood Forest Fund, Inc. from year to year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Three Hundred Sixty Dollars (\$360.00) per lot per year. Lakewood Forest Fund, Inc. may adjust said maintenance charge for the next succeeding year as the needs of the property may, in its judgment, require, but in no event shall such maintenance fund exceed Three Hundred Sixty Dollars (\$360.00) per lot per year. This maintenance charge shall be secured by a vendor's lien on each lot as and when sold by Mac-Carey Properties, Inc., and, after initial proration such maintenance charge shall be paid annually on the 1st day of January of each year in advance. All past due maintenance charges shall bear interest from their date at One and One-Half Percent (1-1/2%) per month 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 Mac-Carey Properties, Inc., with respect to each lot. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance of streets or installation of paths, parks, parkways, esplanades, street lighting fogging, employing policeman and workmen, and any other things necessary or desirable in the opinion of Lakewood Forest Fund, 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 Lakewood Forest Fund, Inc. in the expenditure of said fund shall be final so long as said judgment is exercised in good faith. The maintenance charge shall remain effective until January 1, 1988, and shall automatically be extended thereafter for successive periods of five years; provided however, that, the owners of the majority of the lots of all sections of Lakewood Forest, Section Twelve may revoke such maintenance charge on either January 1, 1988, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1988, or at any time prior to the expiration of any successive five (5) year period thereafter.

## 17. Rights and Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

## 18. 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 Lakewood Forest, Section Twelve, 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 and/or Lakewood Forest Fund, Inc.

## 19. Severability:

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

## 20. Easements:

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Lakewood Forest, Section Twelve, across certain designated portions of various of the lots therein upon, under and through which to construct and maintain water, telephone and electric light services and other public utilities, which said easements shall be a burden and charge against such lot in Lakewood Forest, Section Twelve, by whomsoever owned, and there is also dedicated and reserved an unobstructed aerial easement for utilities 5 feet wide and from a plane 20 feet above the ground upward located adjacent to all easements shown on the above mentioned recorded plat.

The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in Lakewood Forest, Section Twelve.

- A. Mac-Carey Properties, Inc., his successors and assigns, shall have the right to construct, erect and maintain over, along, upon and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned subdivision plat of Lakewood Forest, Section Twelve, wires, poles for the purpose of constructing and maintaining a system of television cable, electric lights, power, telegraph and telephone lines and connections; and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements and reserve areas all pipe, conduits, valves and other necessary and property equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to areas beyond said subdivision connection privileges on said drainage, sewage or water systems), gas, light and power, telegraph and telephone service and other utilities to the subdivision and the lot owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.

No antennae may be installed that is visible on the outside of any residence.

- B. It is agreed and understood that the title conveyed to any lot or parcel of land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric light, electric power, television cable or telegraph or telephone lines, poles on conduits or any other utility or appurtenances thereto constructed by Mac-Carey Properties, Inc., or any public utility companies through, along or upon any portion of the hereinabove mentioned streets, drives, lanes, roads, easements, and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenances is hereby expressly reserved by Mac-Carey Properties, Inc.

- C. An underground electric distribution system will be installed in that part of Lakewood Forest Subdivision, Section 12, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Lakewood Forest Subdivision, Section 12, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its 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 electric company's metering at the 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. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit 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, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home

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 each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 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 or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Lakewood Forest Subdivision, Section 12, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action has been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

That, Allied Memorial Bank, holder of the lien covering property comprising Lakewood Forest, Section Twelve, join in placing the above restrictions, reservations, easements and covenants on Lakewood Forest, Section Twelve, and each and every homesite, tract, lot or parcel of land therein, and agree that the Dedication and subdivision of said property by the above mentioned plat and the said reservations, restrictions, easements, and covenants shall continue in full force and effect and be binding upon the said Allied Memorial Bank, their successors and assigns and legal representatives.

EXECUTED this 26 day of September A.D., 1983.

MAC-CAREY PROPERTIES, INC.

R. W. Carey  
R. W. CAREY, PRESIDENT

(2) / 18

James D. Heil  
JAMES D. HEIL, SECRETARY

ALLIED MEMORIAL BANK

John H. Heger  
John H. Heger, Executive Vice President

187

Ruth Nowlin  
Ruth Nowlin, Vice President & Cashier

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared R. W. CAREY, President of MAC-CAREY PROPERTIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 26<sup>th</sup> day of September, 1983.



Sheri J. Evans  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Sheri J. EVANS  
My Commission Expires 9-31-85

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared John H. Heger, Executive Vice President of ALLIED MEMORIAL BANK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 26th day of September, 1983.



Eileen M. Meredith  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

EILEEN M. MEREDITH  
Notary Public in and for the State of Texas  
My Commission Expires 10-7-85  
My Commission Expires 10-7-85

STATE OF TEXAS }  
COUNTY OF HARRIS }

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

SEP 28 1983

Return to: MacCarey Properties, Inc.  
P. O. Box 207  
Cypress, Texas 77429

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Quita L. Lusk  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS