

COMPARED.

DEED VOL. 696 PAGE 352

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Sec 5

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS X
 X
COUNTY OF FT. BEND X

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION, made on the date hereinafter set forth by FIRST GENERAL REALTY CORPORATION, a Texas corporation (hereinafter referred to as "Declarant"), and Declarant being joined herein to the extent herein stated by HOUSTON FIRST SAVINGS ASSOCIATION (hereinafter called "Lienholder"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of, and Lienholder holds certain liens of record affecting that certain 18.558 acre tract of land situated in Ft. Bend County, Texas, which is more particularly described as:

- Block 1: Lots 1 through 14;
- Block 2: Lots 1 through 22;
- Block 3: Lots 1 through 22;
- Block 4: Lots 1 through 13.

All of said lots being in Covington Woods, Section Five (V), according to map or plat thereof, recorded in Volume 18, Page 16, Plat Records of Ft. Bend County, Texas.

and Declarant desires to impose upon such properties, and Lienholder is willing to make its liens subject to the covenants, conditions and restrictions herein set forth.

NOW THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the described properties

or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Covington Woods Community Association, Inc.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Covington Woods Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

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 a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to:
(a) that certain real property first hereinabove described, and
(b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and benefit of the Owners.

Section 6. "Declarant" shall mean and refer to not only FIRST GENERAL REALTY CORPORATION but also to such of its successors or assigns (whether immediate or remote), as successor developer of all or a substantial portion of the Lots in the undeveloped stage, but shall not include any purchaser of one or more developed Lots. For the purposes of this Declaration, "developed Lot" shall mean a Lot with the street on which it faces opened and improved and with utilities installed and ready to furnish utility service to such Lot, and "undeveloped Lot" is any Lot which is not a developed Lot.

USE RESTRICTIONS

Section 1. Single Family Residential Construction.

No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than three (3) cars and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structures 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 and no room(s) in the dwelling and no space(s) in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof 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 have been submitted to and approved in writing by the Architectural Control Committee, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topograph and finish grade elevation. The initial members of the Architectural Control Committee shall be

Steven M. Gilmore

Bennys G. Butler

, and

A. John Knapp

If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies. The Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing

or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval 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. Declarant hereby retains its right to assign the duties, powers and responsibilities of the Architectural Control Committee to Covington Woods Community Association, Inc. when one hundred per cent (100%) of all Lots in Covington Woods, Section V, and all subsequent sections of Covington Woods are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.

Section 3. Minimum Square Footage Within Improvements.

The living area on the ground floor of the main structure exclusive of open porches and garages shall not be less than twelve hundred (1200) square feet for one-story dwellings. The total square feet for a multi-story dwelling shall be not less than sixteen hundred (1600) square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in those instances in which, in their sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and when given will become part of these restrictions to the extent of the particular Lot involved.

Section 4. Exterior Materials. The exterior materials of the main residential structure and any attached garage and servants' quarters shall not be less than fifty-one per cent (51%) masonry, unless otherwise approved by the Architectural Control Committee.

Section 5. 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 street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any Lot nearer than ten (10) feet to any side street line. Subject to the provisions of Section 6, 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. 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.

Section 6. Composite Building Site(s). Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into single-family residential building site(s), with the privilege of placing or constructing improvements on such site(s), in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

Section 7. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements.

Section 8. Prohibition of Trade and 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. No

noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. Declarant, or its assigns, may maintain, as long as it owns property in Covington Woods, Section V, in or upon such portions of the Properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation to offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who are at the relevant time building and selling houses in Covington Woods, Section V, and/or subsequent sections of Covington Woods) to use residential structures, garages or other permitted accessory buildings for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and initial sales period within the area composed of Covington Woods, Section V, and subsequent sections of Covington Woods.

Section 9. Use of Temporary Structures. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Portable buildings used for accessory or storage purposes shall be limited to not more than eight (8) feet in height and shall be subject to approval of the Architectural Control Committee. Temporary structures may be used as building offices and for related purposes during the construction period. Such structures shall be inconspicuous and slightly and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 10. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, campers, or vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line.

Section 11. Mineral 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 excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 12. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept.

Section 13. Walls, Fences and Hedges. No walls, fence or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by Declarant, or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 14. Visual Obstruction at the Intersection of Public Streets. 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 curb lines of the streets involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines shall be placed, planted or permitted to remain on any corner Lots.

Section 15. 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, Declarant, 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 or 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 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 Lot to pay such statement immediately upon receipt thereof.

Section 16. 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, playgrounds 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 view of neighboring Lots, streets or other property.

Section 17. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent.

Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots; and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 18. Roofing Material. The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Section 19. Maximum Height of Antennae. No radio or television aerial wires or antennae shall be maintained on any portion of any residential Lot forward of the front building line of said Lot; nor shall any free standing antenna of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said Lot.

Section 20. Sidewalks. Before the dwelling unit is completed and occupied, the Owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb two (2) feet from the boundary line of the Lot and shall extend to the projection of the boundary lines of the Lot into the street right-of-way and/or to street curbs in the case of corner Lots. Owners of corner Lots shall install such a sidewalk both parallel to the front Lot line and parallel to the side street Lot line.

Section 21. Underground Electric Service. An underground electric distribution system will be installed in that part of Covington Woods, Section V, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Covington Woods, Section V. 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 Electric 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 such Lot, shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with 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 townhouses 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 purchasers (such category of dwelling 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 electric company the sum of (1) \$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, plus (2) the cost of rearranging and adding any electric facilities serving such Lot, which rearrangement and/or addition is determined by the company to be necessary."