

6094925

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

128-99-090

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, for the purpose of creating and carrying out a uniform plan for the improvements and sale of lots in Lakewood Forest, Section Eleven, 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 Mac-Carey Properties, Inc., is the owner of all of the lots in the said subdivision known as Lakewood Forest, Section Eleven and Mac-Carey Properties desires to restrict the use and development of said property located in Lakewood Forest, Section Eleven in order to insure that it will be a high-class restricted residential district:

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 Eleven, which restrictions shall constitute covenants running with the land and with each and every property owner purchasing or owning lots in Lakewood Forest, Section Eleven, for their benefit and for the benefit of Mac-Carey 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 Eleven 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. 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, 1984. Such use as construction or sales office must have approval of the Architectural Control Committee. All alphabeticized 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 names are R. W. Carey, James D. Heil and John Lorino. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of an 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. If the Committee, or its designated representatives, fails to give written approval or disapproval within ten (10) days after plans and specifications have been sub-

mitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in their judgment, 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.

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 servants quarters, shall not be less than 1,000 square feet, and the exterior of the house must be at least 5% brick or other approved masonry.

4. Building Locations:

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line, unless otherwise noted on the recorded plat, nor nearer than 5 feet to the rear lot line, nor nearer than 3 feet to any side lot line. All residential structures shall front on the street on which it has the smallest frontage. No fence, wall, hedge, pergola or other detached structure shall be erected, grown or maintained on any part of any lot forward of the front or side building line of any corner lot on side facing street, and no chain link fences shall be erected on any properties whatsoever located in Lakewood Forest, Section Eleven. No fence shall be erected that is exposed to the street view without approval of the Architectural Control Committee.

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. Lot Area and Width:

Lots may be re-subdivided into building sites comprised of a part of one or more lots as plotted, PROVIDED that no dwelling shall be erected or placed upon any building site containing less than seventy five hundred (7500) square feet in area or having a width of less than sixty eight (68) feet at the front building setback line shown on the recorded plat of said subdivision.

6. 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.

7. 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 outbuilding 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 even 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.

Signs:

Except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this Section 8 are expressly transferred, shall own any portion of the Properties, 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.

Declarant 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.

9. 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 Eleven.

10. 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.

11. Garbage and Refuse Disposal:

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

12. Land Near Parks and Water Courses:

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

13. 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.

14. 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.

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 Eleven, 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 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: Amended 12/21/82

Each lot shall be subject to a maximum monthly maintenance charge of not more than Ten Dollars (\$10.00) 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 \$120.00 per lot per year. The maintenance charge is hereby fixed at a maximum amount of One Hundred Twenty and No/100 (\$120.00) Dollars per year beginning with the first day of the calendar month following the date of certification by Lockwood, Andrews & Newnam, Inc. Consulting Engineers, of completion of subdivision improvements consisting of concrete street, curbs, gutters, storm sewers, sanitary sewer lines and water mains in Lakewood Forest, Section Eleven, with the amount to be a proration of said One Hundred Twenty and No/100 (\$120.00) Dollars from the first day of the aforementioned month to December 31, 1979, at which time 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 \$120.00 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 in 1979 such maintenance charge shall be paid annually on the 1st day of January of each year in advance, commencing January 1, 1980. All past due maintenance charges shall bear interest from their date at 8% per annum until paid. Appropriate recitations with respect to such maintenance fund and the reservation of the vendor's lien shall be included in each contract of sale and/or deed executed and delivered by 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 or installation of streets, paths, parks, parkways, esplanades, vacant lot, lighting, fogging, employing policemen and workmen, and any other thing 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, 1989, and shall automatically be extended thereafter for successive periods of five (5) years; provided however, that the owners of the majority of the lots of all sections of Lakewood Forest may revoke such maintenance charge on either January 1, 1989, 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, 1989, or at any time prior to the expiration of any successive five (5) year period thereafter.

17. Rights and Mortgages:

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

AMENDMENT TO SECTION 16
OF LAKEWOOD FOREST DEED RESTRICTIONS

16. Maintenance Fund

Each lot shall be subject to an annual maintenance charge 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 except as noted below. 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 charge increase by more than 10% over the maintenance charge of the previous year. The maintenance charge is hereby fixed at \$280.00 per year beginning January 1, 1983 for user or 66 percent of that figure for a builder. This maintenance charge shall become applicable to each lot after said lot is sold by Mac-Carey Properties, Inc., to a builder or user and shall be secured by a vendor's lien on each lot as and when sold by Mac-Carey Properties, Inc. Should the owner of a lot change during the calendar year, the maintenance charge will be prorated accordingly. If it becomes necessary to turn the collection of the maintenance charge over to an attorney, then in that event the lot owner will be liable for reasonable attorney's fees incurred. Such maintenance charge shall be paid annually on the first day of January of each year in advance. All past due maintenance charges shall bear interest from their due date at 1 1/2% per month until paid. Appropriate recitations with respect to the 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 explanades, paths, parks, parkways, and vacant lots, cleaning of streets, lighting, fogging, employing policemen and workmen, and collection of refuse, as well as for the operation of the Fund and incurred legal expenses, 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. During or before October, of each year, the Lakewood Forest Fund, Inc., shall hold a meeting for the lot owners for the purpose of reviewing the proposed expenditures (budget) for the next year and seeking guidance and input from the lot owners. The maintenance charge shall remain effective until January 1, 1984, and shall automatically be extended thereafter for successive periods of one year. The provisions of this section of the deed restrictions pertaining to the maintenance charge and the disposition of the funds collected may be changed by the owners of a majority of lots in all sections of Lakewood Forest even if a majority of the lot owners within this section do not approve the changes. The changes to these provisions become effective on either January 1, 1984 or at the end of any successive one (1) 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, of the year the charges are to become effective.

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 Eleven 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.

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.

EASEMENTS

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Lakewood Forest, Section Eleven, 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 Eleven, 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.

RESERVATIONS

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 Eleven:

1. Mac-Carey Properties, Inc., its 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 Eleven, wires, poles for the purpose of constructing and maintaining a system of 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 connections 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.
2. 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 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.

EXECUTED THIS 27 DAY OF May, A.D., 1979.

MAC-CAREY PROPERTIES, INC.

R. W. Carey
R. W. Carey, President

ATTEST:

James D. Hail
James D. Hail, Secretary

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 27 day of May, 1979.

Shera J. Strawn
Shera J. Strawn, Notary Public in and for Harris County, Texas

My Commission Expires March 31, 1981



has Allied Memorial Bank holder of the lien covering property comprising Lakewood Forest, Section Eleven, join in placing the above restrictions, reservations, easements and covenants on Lakewood Forest, Section Eleven and each and every home-site, tract, lot or parcel of land therein, and agree that the Dedication and Sub-division 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.

ATTEST:

ALLIED MEMORIAL BANK

[Signature]
Secretary

[Signature]
President

8087-66-071

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Boman, John H. Rogers 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 24th day of May, 1979.

[Signature]
Notary Public in and for Harris County
T E X A S
EILEEN M. MEREDITH
Notary Public in and for Harris County, Texas
My Commission Expires Oct. 7, 1979

William G.
The W. W. Carey
P. O. Box 207
Cypress, Texas 77429
Ese

