

RESTRICTIONS ON EL LAGO SECTION 1

F.
Same in Sec 2 (8)

EL LAGO DEVELOPMENT COMPANY,
BY PRESIDENT, ET AL

RESTRICTIONS

TO

DATED: March 4, 1957

FILED: May 3, 1957 at 9:20 A.M.

#1748403

RECORDED: VOL. 3329, PAGE 656, DEED

RECORDS OF HARRIS COUNTY, TEXAS

THE STATE OF TEXAS :
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, El Lago Development Company, is the owner of a tract of land which has been subdivided and platted as EL LAGO, SECTION ONE, a plat of said subdivision having been filed for record under File Number 1650839, plat records of Harris County, Texas; and

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, we, El Lago Development Company, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on El Lago Development Company and all parties and persons claiming under it until January 15, 1981, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If El Lago Development Company, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. 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 and a private garage for not more than three (3) cars.

(b) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of Robert P. Puig, Monroe R. James and Howard W. Edmunds, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty days after said plans and speci-

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fications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives, shall be entitled to any compensation for services performed, pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten years from date. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be located nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat. In any event, no residence shall be located on any residential building plot nearer than 25 feet to the front line, nor nearer than 10 feet to any side street line, nor nearer than 20 feet from the rear lot line, nor nearer than 5 feet from any side line. Detached garages shall not be nearer than 5 feet from the rear lot line and not nearer than 5 feet from the side lot line. All improvements shall be constructed on the site to front on the street upon which the site faces, and each corner site shall face on the street on which it has the smallest frontage, unless otherwise approved by the Architectural Control Committee.

(d) No residential structure shall be erected or placed on any building plot which plot has an area of less than 10,500 square feet or a width of less than 80 feet at the front building setback line.

(e) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No residential structure shall be placed on a lot unless its living area has a minimum of 1500 square feet of floor area exclusive of porches and garages.

(h) The exterior walls of all residences shall be at least fifty-one percent brick, brick veneer, stone, stone veneer, concrete, or other type masonry construction, but the Architectural Control Committee, as outlined in paragraph (b) above, shall have the power to waive the masonry requirements so as to allow the erection of a residence of all redwood panel walls, or all cedar panel walls. No residence shall have a roof of composition shingles. *excepted in amendment*

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(j) The raising or keeping of hogs, horses, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) Bridges constructed over property line ditches shall be of concrete pipe and of a size of not less than 18 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

(l) No water well, septic system, or cesspool shall be permitted.

(m) No spiritous, vinous or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use or occupancy or possession of any said sites.

(n) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale, or rent, or signs used by the builders to advertise the property during the construction and sales period.

(o) 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 oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

(p) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes 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.

(q) No fence, wall, hedge, nor any pergola or other detached structure shall be erected, grown, or maintained on any part of any lot forward of the front building line of said lot.

(r) Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

(s) No boats or trailers may be parked in front of the front building line of any lot.

(t) Beginning January 1, 1958, each residential lot in EL LAGO, SECTION ONE, shall be subject to an annual maintenance charge of not more than three mills per square foot of lot area for the purpose of creating a fund to be known as the El Lago Maintenance Fund, to be paid by the then owner of each lot in conjunction with the like charges to be paid by the owners of the other lots in EL LAGO, SECTION ONE, and subsequent sections. This maintenance charge shall be secured by a vendor's lien upon said lots and is to be paid annually on the first day of January of each year, in advance, to El Lago Development Company, or its assigns and successors, with 6% interest on any delinquent payments and such annual charge may be adjusted by said corporation from year to year as the needs of the property may, in its judgment require, but shall in no event be set at a greater amount than three mills per square foot per year, and an annual balance sheet of this fund will be mailed to each owner of property in EL LAGO, SECTION ONE.

El Lago Development Company agrees to pay such maintenance charges for its unsold lots and to apply the total of the funds so collected, so far as they may be sufficient, toward the payment of maintenance of streets, paths, parks, parkways, esplanades, vacant lots, and also for providing fire protection, police or watchman, lighting, fogging, garbage, rubbish pick-up and doing any other thing necessary or desirable in the opinion of said corporation to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of EL LAGO, SECTION ONE. It is agreed that the decisions of said corporation shall be final so long as such expenditures are made in good faith.

These annual maintenance charges shall continue for a period of fifteen (15) years from date of filing of restrictions, and then shall continue for successive five (5) year periods, until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County agreeing to the abandonment of such charges.

(u) The present owners and holders of the vendor's and deed of trust liens covering the property comprising EL LAGO, SECTION ONE, to-wit: C. Paul Harris and Gulf Acceptance Corporation, do by the execution of this instrument, join in the above reservations, restrictions, easements and covenants on EL LAGO, SECTION ONE, 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 said reservations, restrictions, easements and covenants, shall continue in full force and effect and be binding upon the said C. Paul Harris and Gulf Acceptance Corporation, their heirs, successors and assigns, and any interest now owned or hereafter acquired by them in EL LAGO, SECTION ONE, or any part thereof, and restrictions shall be for the benefit of the said C. Paul Harris and Gulf Acceptance Corporation, their heirs, successors and assigns, and any person or corporation owning or hereafter acquiring any part or parcel of the land in said EL LAGO, SECTION ONE. The said C. Paul Harris and Gulf Acceptance Corporation do by the execution of these covenants, agreements, reservations, easements and restrictions, subordinate

their vendor's liens and deed of trust liens covering the said EL LAGO, SECTION ONE, to the dedicated plat of said addition as filed for record in the office of the County Clerk of Harris County, and do subordinate said liens to all covenants, agreements, reservations, easements and restrictions herein set out.

EXECUTED this the 4th day of March, 1957

El Lago Development Company

By: Robert P. Puig, President

Attest: Howard W. Edmunds, Secretary (SEAL)

The annual charge may be adjusted by the Administrator from year to year as the needs of the property may, in its judgment require, but shall in no event be set at a greater amount than three mills per square foot per year. An annual balance sheet of the fund will be mailed to each owner of property in EL LAGO, SECTION ONE, and subsequent sections. Any resident shall have the right, upon five days written request, to examine the books and records of the maintenance fund providing that such examination must take place during normal business hours.

El Lago Development Company agrees to pay such maintenance charges for its unsold lots in any section subject to the charge.

The Administrator shall apply the total of the sums so collected, so far as they may be sufficient, for the providing of fire protection, police for watchmen, street lighting maintenance, fogging, garbage or rubbish pickup, for the repair and maintenance of streets, paths, parks, park-ways, esplanades and vacant lots, for the construction and maintenance of recreational facilities including, but not by way of limitation any "Reserves" partially owned in EL LAGO ESTATES in conjunction with the owners of EL LAGO ESTATES, for the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which annual maintenance charges apply, and for doing any other things necessary or desirable in the opinion of said Administrator to maintain or improve the property, or which the Administrator considers to be of general benefit to the owners or occupants of EL LAGO, SECTION ONE, or subsequent sections. It is agreed that the decisions of said Administrator shall be final so long as such expenditures are made in good faith.

These maintenance charges shall continue for a period of fifteen (15) years from the date of the filing of the restrictions of March 4, 1957, and then shall continue for successive five (5) year periods, until a majority of the then lot owners shall file an instrument with the County Clerk of Harris County, Texas, agreeing to the abandonment of such charges.

The present owners and holders of the vendor's and deed of trust liens covering the property comprising EL LAGO, SECTION ONE, to-wit: C. Paul Harris and Gulf Acceptance Corporation, do by the execution of this instrument, join in the above amended reservations, restrictions and covenants on EL LAGO, SECTION ONE, and each and every homesite, tract, lot or parcel of land therein, and agree that said amended reservations, restrictions and covenants shall continue in full force and effect and be binding upon the said C. Paul Harris and Gulf Acceptance Corporation, their heirs, successors and assigns, and any interest now owned or hereafter acquired by them in EL LAGO, SECTION ONE, or any part thereof, and said amended restrictions shall be for the benefit of the said C. Paul Harris and Gulf Acceptance Corporation, their heirs, successors and assigns, and any person or corporation owning or hereafter acquiring any part or parcel of the land in said EL LAGO, SECTION ONE. The said C. Paul Harris and Gulf Acceptance Corporation, do by the execution of these amended covenants, agreements, reservations and restrictions, subordinate their vendor's liens and deed of trust liens covering the said EL LAGO, SECTION ONE, to all of the amended covenants, agreements, reservations and restrictions herein set out.

EXECUTED this 11th day of October, 1957.

El Lago Development Company

By: Robert P. Puig, President

Attest: Howard W. Edmunds, Secretary (SEAL)