

SECTION 2

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RESTRICTIONS OF EL LAGO SUB-DIVISION - SECTION II

THE STATE OF TEXAS |
COUNTY OF HARRIS |

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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 TWO, a plat of said subdivision having been filed for record under File Number 205251, 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 owners of all 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 June 30, 1985, 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 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. Paig, E. W. Hall and A. L. Callender, or by a representative designed 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

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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 specifications 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 5 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 10,000 square feet or a width of less than 70 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 1650 square feet of floor area exclusive of porches and garages.

(h) The exterior walls of all residence 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.

(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 other livestock on any part of the subdivision is strictly prohibited.

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

(l) No spirituous, 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 purposes 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.

(m) 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.

(n) No oil drilling, oil development operation, 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.

(o) 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 conditions.

(p) 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.

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

(r) Beginning January 1, 1961, each residential lot in EL LAGO, SECTION TWO, shall be subject to an annual maintenance charge of not more than three mills per square foot of lot area, for the purpose of contributing to EL LAGO MAINTENANCE FUND, INC., a non-profit corporation created for the purpose of administering the maintenance fund assessed against the lots in EL LAGO, SECTION ONE, TWO, and future sections of EL LAGO, said charge is to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in EL LAGO, SECTION ONE, SECTION TWO, and future sections of EL LAGO. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon said lots, which lien shall in every way be secondary, subordinate, and inferior to any first mortgage lien placed on the lot by the owner of a home on the lot for the purpose of purchasing said home or of improving said home, and any vendor's lien, superior title, mechanic's and materialman's lien, or deed of trust lien placed on any lot for said purposes shall be superior to the lien to secure the maintenance charge.

El Lago Maintenance Fund, Inc. shall apply the total of the sums so collected, so far as they may be sufficient, for the purpose of providing fire protection, police for watchmen, street lighting operation and maintenance, fegging, 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

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desirable in the opinion of said EL LAGO MAINTENANCE FUND, INC. to be of general benefit to the owners or occupants of EL LAGO, SECTION ONE, SECTION TWO, and subsequent sections. It is agreed that the decisions of said EL LAGO MAINTENANCE FUND, INC. 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 these restrictions, and then shall continue for successive five (5) year periods, until a majority of the then lot owners of EL LAGO, SECTION ONE, SECTION TWO, and subsequent sections, shall file an instrument with the County Clerk of Harris County, Texas, agreeing to the abandonment of such charges.

(s) 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 mortgagee, 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.

EXECUTED this AUG 12th day of AUG., 1960.

EL LAGO DEVELOPMENT COMPANY

ATTEST:



Secretary

Robert P. Paig
President

THE STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT P. PAIG, known to me to be the person whose name is subscribed to the foregoing instrument, as President of El Lago Development Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of August, A. D. 1960.



FILED
Robert P. Paig
COUNTY CLERK
HARRIS COUNTY, TEXAS

Robert P. Paig
Notary Public, in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Harris County, Texas, as stated hereon by me, on

SEP 12 1960



R. C. Carrington

COUNTY CLERK,
HARRIS COUNTY, TEXAS

[Handwritten signature]

[Handwritten signature]
LAGO DEVELOPMENT CO.,

12947 MEMORIAL DRIVE
HOUSTON 24, TEXAS