

**RESTRICTIVE COVENANTS  
of  
BEAR BRANCH VILLAGE  
SECTION FIVE**

NOTE: THIS IS A RETYPED VERSION OF THE ORIGINAL OF THE RESTRICTIVE COVENANTS IN THE OFFICIAL PUBLIC RECORDS OF REAL  
PROPERTY OF HARRIS COUNTY, TEXAS

**BEAR BRANCH VILLAGE, SECTION FIVE  
PROTECTIVE COVENANTS**

**STATE OF TEXAS        }**  
  **}**        **KNOW ALL PERSONS BY THESE PRESENTS: THAT**  
**COUNTY OF HARRIS    }**

FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in the State of Texas, having an office in Houston, Harris County, Texas, acting herein for itself and King Ranch, Inc., a Texas corporation with its office and principal place of business in Kleberg County, Texas, hereinafter jointly called "Friendswood," being the owners of that certain tract of land containing 39.2505 acres out of the John W. Asbury Survey, A-91, Harris County, Texas, which Friendswood has platted into a subdivision known as Bear Branch Village, Section Five, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Vol. 244, Page 137 in the Map Records of Harris County, Texas, to which reference is here made for all purposes, does hereby establish, adopt, and promulgate the following Protective Covenants that shall be applicable only to the lots as shown in said subdivision plat, save and except Lots 7 and 8, Block G1, as shown on the hereinabove referred to plat.

**PART I**

1. Each lot shall be used for single-family residence purposes, and no such residence shall be constructed on less than the equivalent of one full lot.
2. 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 stories in height, a private garage for not more than three cars, and a bona fide servants' quarters, which structure shall not exceed the main dwelling in height or number of stories.
3. No building, shed, playhouse, or such accessory structure 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 (including, but not by way of limitation, reroofing materials and the color thereof) on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by Friendswood or its assignee hereinafter provided for, as to compliance with these restrictions, the applicable Minimum Construction Standards adopted and promulgated from time to time by Friendswood or its assignee for said subdivision, and as to quality of materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation, such approval being only for such purposes and shall not indicate Friendswood's approval for any other purpose and specifically, but without limitation, shall not be construed as any representation by Friendswood as to, or responsibility for, the design or quality of the improvements or the ultimate construction thereof. In the event Friendswood or its assignee fails to

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approve or disapprove such plans and specifications within 30 days after the receipt thereof, approval will not be required, and the related covenants set out herein shall be deemed to have been fully satisfied.

4. The living area of the main residential structure, exclusive of porches, garage, and servants' quarters, shall not be less than 1,800 square feet for a one-story dwelling nor less than 2,200 square feet for a one-and-a-half or two-story structure. No more than one dwelling shall be built on any one lot or building site as defined in Paragraph 6 below.
5. No building shall be located on any lot nearer to the front 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 and nearer than 10 feet to any side or rear street right-of-way line. Subject to the provisions of Paragraph 6, no building shall be located nearer than 7 feet to an interior lot line, except that a garage or other permitted accessory building located 60 feet or more from the front lot line may be a minimum distance of 3 feet from an interior lot line. For the purposes of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

Any garage located closer than 60 feet to the front property line shall not face nor open at less than a 90° angle to the front property line. Friendswood or its assignee, at its sole discretion, is hereby permitted to approve deviations in building setback lines as hereinabove set out and building area and location in instances where, in its judgments, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and, when given, will become a part of these restrictions.

6. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat.
7. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and/or provided by instruments of record or to be recorded, and no structure shall be erected on any of said easements. Neither Friendswood 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 covered by said easements.

Utility companies furnishing underground electric, gas, and telephone service in the subdivision shall have easements as shown on the recorded subdivision plat. The owner of each lot in Bear Branch Village, Section Five, shall, at his/her 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 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 lot shall, at his/her own cost, furnish, install, own, and maintain a meter loop, in accordance with the then current standards and specifications of the electric company, for the location and installation of the meter for the electric service to each dwelling unit. For so long as such underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single-phase, 120/240-volt, three-wire, 60-cycle alternating current.

Easements for the underground service may be crossed by driveways and walkways, provided the developer or builder makes prior arrangements with the utility companies furnishing electric, gas, and telephone service and provides and installs any necessary conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither Friendswood 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 other improvements (other than crossing driveways or walkways, provided conduit has been installed as outlined above) of the owner located on the land covered by said easements.

In the event that audio and video communication services and utilities are made available to any of said lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a 2-foot wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said lot.

8. No activity, whether for profit or not, shall be permitted on any lot that is not related to single-family residence purposes, except on those lots that may be designated by Friendswood, its successors, or assigns, to be used for sales or construction offices for a maximum period of 7 years from the date hereof. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot that may be or become an annoyance or nuisance to the neighborhood.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence.

Any building, shed, playhouse, accessory structure, or improvement, other than the main residence and garage, shall be limited to 8 feet in height above natural ground and must be approved in accordance with Paragraph 3, Part I, of these Protective Covenants. Temporary structures may be used as building offices and for other related purposes during the construction period, provided prior approval has been granted by Friendswood or its assignee in accordance with Paragraph 3, Part I, of these Protective Covenants, and such structures shall be removed upon completion of construction on the applicable lot.

No boats, trailers, recreational vehicles, buses, inoperative vehicles of any kind, camp rigs off truck, boat rigging, or other similar items of conveyance shall be parked or stored permanently or semi-

permanently on any public street, right-of-way, or on and/or beside driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other common household pets, provided they are not kept, bred, or maintained for commercial purposes or in unreasonable numbers. All animals or pets must be leashed or restrained within an adequate enclosure. Notwithstanding the foregoing, no animals or fowl may be kept on the property that results in an annoyance or are obnoxious to residents in the vicinity.
11. No wall, fence, planter, or hedge in excess of 2 feet in height shall be erected or maintained nearer to the front lot line than the front building setback line. No side or rear fence, wall, or hedge shall be more than 6-feet high. No side fence shall be located on any corner lot nearer than the building line setback shown on the recorded plat for said subdivision. No fence shall be constructed on lots adjoining the greenbelt without prior written approval of Friendswood or its assignee.
12. No object or thing shall be placed or planted on corner lots that obstructs sight lines at elevations between 2 and 6 feet above the top of the street curb within the triangular area formed by the junction of street curb lines and a line connecting them at points 25 feet from the junction of the street curb lines (or extension thereof).
13. The drying of clothes in public view is prohibited, and the owners 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.
14. All lots shall be kept at all times in a sanitary, healthful, attractive, and safe condition, and the owner or occupant of all lots shall keep all weeds, grass, and dead trees thereon cut and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incidents to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash, or rubbish of any kind thereon, and shall not burn any garbage, trash, leaves, or rubbish except by use of an incinerator approved by Friendswood, its successors, or assigns, and then only during such conditions as permitted by law. All yard equipment, woodpiles, or storage piles shall be kept screened by a service yard or other similar facility, as herein otherwise provided, so as to conceal them from view of the neighboring lots, streets, or other property.
15. No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to the public view on any portion of the properties or on any lot except one sign for each building site, which sign may have one maximum dimension of 24 inches and a maximum area of 576 square inches, advertising the property for sale or rent, except signs used by Friendswood, its successors, or assigns, to advertise the property during the construction and sales period. Friendswood or its assignee shall have the right to remove any such sign, advertisement or billboard, or structure that 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.

16. The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.
17. Television antennas may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable, or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street. Property owners may apply for a variance of location, or for approval of other aerial devices, by submitting a plan showing the location and type of materials to the Architectural Control Committee for approval in accordance with Paragraph 3, Part I, of these Protective Covenants.
18. Friendswood hereby retains the right to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts, and all other necessary documents or approvals required to be submitted to it to an Architectural Control Committee, which may be appointed annually by the Board of Directors of Bear Branch Village Community Association, as long as that Association is collecting and administering the assessment for Bear Branch Village. In the event Friendswood elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing, executed and acknowledged by the proper officers of Friendswood, and placed of record in the appropriate records of the County Clerk of Harris County, Texas.

## **PART II**

1. These covenants are to run with the land and shall be binding upon Friendswood and its successors and assigns and all persons claiming under them and all subsequent property owners of said above-described lands, and any part of same, for a period of 30 years from the date hereof, at which time said covenants shall be extended automatically for successive periods of 10 years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part or to revoke them, provided that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his/her, or their ownership of the property involved in such breach. Deed of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document; but, whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any said lots or by Friendswood or its successors or assigns or by the Association collecting and administering the assessment for Bear Branch Village Community Association.
3. Invalidation of one or more of these covenants by judgment or court order or otherwise shall in nowise affect any other covenant, restriction, or condition, but all such other covenants, restrictions, or conditions shall continue and remain in full force and effect.

4. It is specifically provided that a violation of these Protective Covenants, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants, and conditions herein contained.

FANNIN BANK, as lienholder of the hereinabove-described land, has hereunto caused its name to be signed and its seal to be affixed, and the same to be done and attested by the signatures of its duly authorized officers for the purpose of consenting to, ratifying, confirming, and adopting these Protective Covenants.

IN WITNESS WHEREOF, Friendswood Development Company has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be done and attested by the signature of its duly authorized officers this 9<sup>th</sup> day of November 1978.

ATTEST:  
  
*B. P. Pierce*  
 B. P. Pierce, Secretary

FRIENDSWOOD DEVELOPMENT COMPANY  
 Acting Herein for Itself and  
 KING RANCH, INC.

By: *J. C. Byrd*  
 J. C. Byrd, Vice President

OK  
 YAK...  
 OK  
 CHIRL...

ATTEST:  
*Barbara Bates*  
 Barbara Bates, Asst. Cashier

FANNIN BANK  
 By: *John Harris, Jr.*  
 John Harris, Jr., Senior Vice President

STATE OF TEXAS  
 COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared J. C. BYRD, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY, which company acted in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9<sup>th</sup> day of November, 1978.



*Coralee Casey*  
 Notary Public in and for  
 Harris County, Texas  
 CORALEE CASEY  
 Notary Public in and for Harris County, Texas  
 My Commission Expires 1/16/80

114-82-0674

STATE OF TEXAS  
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Glenn Harris, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as Senior Vice President of FANNIN BANK, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said FANNIN BANK.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of November, 1978.

*Patricia Richardson*  
Notary Public in and for  
Harris County, Texas

PATRICIA RICHARDSON  
Notary Public in and for Harris County, Texas  
My Commission Expires April 12, 1980