

CERTIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am an Agent for Heathlake Community Association, Inc. a Texas non-profit corporation;
- (2) Instruments titled: **“Summary of Deed Restrictions and Covenants with Interpretations”** are attached hereto;
- (3) The property affected by the said Instruments is described as, to wit:

Lakeview Forest, Heathwood, and Woods of Lakeside, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk’s Film Code Nos. 264145, 277065, and 283059, respectively, along with any amendments, supplements and replats thereto.

(4) The attached Instruments are true and correct copies of the originals approved by the Board of Directors of the Association.

IN WITNESS WHEREOF, I have subscribed my name on this 11th day of May, 2016.

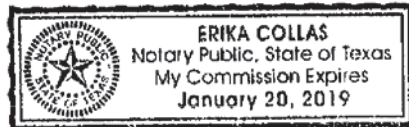
By: [Signature]
Luke P. Tollett, Attorney for Heathlake Community Association, Inc.

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BEFORE ME, the undersigned authority, on the day personally appeared Luke P. Tollett, Attorney for Heathlake Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 11th day of MAY, 2016.
[Signature]
Notary Public, State of Texas

After recording return to:
HOLT & YOUNG, P.C.
9821 Katy Freeway, Ste. 350
Houston, Texas 77024



RP-2016-200382

Heathlake Community Association, Inc.
c/o Graham Management
2825 Wilcrest Dr. #600 Houston, TX 77042

Woods of Lakeside Subdivision
Deed Restrictions and Covenants and their Interpretations

The following is a summary of the Heathwood Deed Restrictions and Covenants and their Interpretations. After each item is an interpretation or explanation of the item. These Interpretations were accepted by way of a Resolution by the Heathlake Board of Directors on January 13, 2011 and serve as the continuing standard which the community applies to the enforcement of deed 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 riot to exceed three (3) stories in height, a private garage and bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structure 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. Carports will not be allowed unless specifically approved by the Architectural Control Committee.

Interpretation: No building shall be erected or maintained thereon except one (1) private dwelling house per lot, each such house being a one-family detached dwelling designed for and occupied by a single family. The dwelling may not be taller than 3 stories and have a private garage. An additional structure for servant's quarters shall not be higher than the main house and may be occupied ONLY by family members or domestic help. Carports are generally not allowed but porte cocheres will be given consideration.

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 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 topography and finish grade elevation. The initial members of the Architectural Control Committee shall be Steven M. Gilmore, J. C. Rowlett and William F. Heavin. 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 Woods of Lakeside Community Association, Inc. when one hundred per cent (100%) of all Lots in Lakeview Forest, Section One (1), and other areas annexed 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.

Anything contained in this Section 2 or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the sole and final judgment and opinion of the Committee, or its duly authorized representative, such

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Section 2. Architectural Control. cont.

modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvements as a whole. The Architectural Control Committee may require the submission to it of such documents and items (including as examples, but without limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variances, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved outbuilding), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted, it being the intention of Declarant that no variances be available except at the discretion of the Architectural Control Committee, or if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

Interpretation: All exterior (front and back yard) changes require ACC written approval. New roofs, new siding and/or painting, new fences, swimming pools, new decking, and patios are all examples of projects that require approval. The ACC has 30 days to respond after obtaining all the required documentation. If the ACC fails to respond within the time limitation, the homeowner will no longer need the mandatory approval. ACC approval does not imply a warranty regarding the design or construction integrity, nor does it guarantee that there is compliance with all applicable statutes, regulations, or City codes. City of Houston construction permits for exterior work cannot be obtained without prior ACC approval.

Section 3. Minimum Square Footage Within Improvements. The living area on the ground floor of the main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than 1,800 square feet for one-story dwellings. The total living areas for a multi-story dwelling shall be not less than 2,000 square feet.

The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances which in its sole judgment, such deviation would 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.

Interpretation: The residential dwellings shall have a minimum 1800 square feet for a one-story house, and a minimum of 2,000 square feet of total living space for a multi-story house. The ACC may grant a written waiver for any variances.

Section 4. Location of the Improvements Upon the lot. No building or other improvements 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. Subject to the provisions of this Section hereinafter contained and 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

Section 4. Location of the Improvements Upon the Lot. cont.

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.

Interpretation: There must be a minimum of 5 feet between the house or other structure and a side property line. Garages or other accessory buildings, which are set back a minimum of 60 feet from the front lot line, may be a minimum of 3 feet from an interior lot line

Section 5. Composite Building Site. 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 site, 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 composite building site must have a frontage at the building setback line of net less than the minimum frontage of Lots in the same block.

Interpretation: Lots may be consolidated into one single-family residence site. Setback lines will be measured from the resulting side property lines. The composite building site must be approved by the ACC.

Section 6. 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.

Interpretation: Property surveys show easements which are reserved for the installation and maintenance of utilities. Homeowners may not place any permanent structure (including gazebos and pool decks) on these designated areas without written approval from all affected utility companies. Neither the Association nor the utility companies shall be liable for any damage to landscaping or improvements located within the easements should utility maintenance of these areas be required.

Section 7. 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.

Interpretation: Each lot shall be used solely for private residential purposes. Any business activity that disrupts and/or annoys neighbors and results in increased traffic flow or opens the residential property to public or business use is prohibited. Advertising, Internet web sites, and other communications directing customers, contractors, and/or business acquaintances to a homeowner's residential address is not allowed. Garage Sales, Yard Sales and Estate Sales are not allowed. Homeowners may not use nor permit others to use their residence for the storage of equipment and/or material for business purposes. A home office is permitted if there is no business-related activity or traffic, i.e. outside employees working at the home, customers at the residence, or vehicles picking up or delivering business merchandise.

Section 8. 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 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.

Interpretation: All structures of a temporary nature such as recreational vehicles and/or mobile homes may not be used as temporary residences.

Section 9. 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 on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Interpretation: Semi-permanent or permanent storage of boats, trailers, campers, and inoperative vehicles of any kind is not allowed in the neighborhood unless they are screened from public view. The allowable time before any of the above becomes semi-permanently stored is twenty-four (24) hours.

Section 10. 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.

Interpretation: None required.

Section 11. 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.

Interpretation: None required.

Section 12. Walls, Fences and Hedges. No wall, fence or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot within Woods of Lakeside. The Architectural Control Committee may grant specific variances of the foregoing requirements in accordance with Section 2 hereof as it may, from time to time, deem necessary or advisable. 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.

Interpretation: The maximum height of side and rear fences has been amended to eight (8) feet. No wall or fence higher than three (3) feet may be placed in front of the house or on the side yards forward of the front wall of the house. Chain link fencing is prohibited. Homeowners are responsible for the maintenance of all fences, walls, and hedges. All new or replacement fences require ACC approval.

Section 13. 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 intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

Interpretation: Property owners and/or occupants of lots at a street corner may not place anything that obstructs the view at the intersection from one street to the other street. This includes plants, fences, hedges, trees or anything else that creates a blind spot to oncoming traffic.

Section 14. 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, Venture, 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

Section 14. Lot Maintenance. cont.

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.

Interpretation: Lot maintenance applies to front, side, and back yards. The word "weeds" shall include all vegetable growth or grass, which has grown to more than eight (8) inches in height or which, regardless of height, is liable to become an unsightly nuisance or unhealthy environment. Lawns must be kept mowed and edged in all areas of the lot whether visible from the street or not. Flowerbeds must be maintained. Vegetable gardens are allowed if kept behind a fence and out of public view. The property must be kept clear of accumulated garbage or trash. If there is a continuing violation after notice is given to cure such, the property may be entered to secure compliance at the owner's expense.

Section 15. 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, playground 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 public view of neighboring Lots, streets or other property.

Interpretation: Drying of clothes, yard equipment, woodpiles, or storage piles in public view are prohibited. Woodpiles are especially discouraged as they attract and promote termites and other damaging pests.

16. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or 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, provided that Declarant, or its assigns, may maintain, as long as it owns property in Woods of Lakeside, in or upon such portions of the Properties as Venture 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. Venture, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Interpretation: Specific types of yard signs that are allowed include For Sale, For Lease, For Rent, and political campaign signs during elections. Texas law allows for campaign signs to be placed in a yard (a maximum of one sign per candidate) 90 days before an election, but they must be removed within 10 days after the election. The Association may allow temporary signs in common areas and public right-of-ways announcing Association events, functions such as meetings, Heathlake Ladies Club activities or Yard of the Month. Contractor signs are prohibited.

Section 17. Roofing Material. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with wood shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Interpretation: All new roofs require ACC approval. The City of Houston has superseded this clause with an ordinance, which prohibits the use of wood shingles because of fire hazards. Composition shingles with a minimum 30-year warranty and an approved color by the ACC are allowed. Other types of roofing construction, such as metal or tile require ACC review and approval.

Section 18. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses, or buildings. Television antennae may be attached to the house provided, however, such antenna must be located to the rear of the roof ridgeline, gable or centerline of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

Section 18. Maximum Height of Antennae. cont.

Interpretation: All types of antennae must be located to the rear of the roof ridgeline and must not be higher than 10 feet above the main structure. Acceptable satellite dishes one (1) meter (39.37") or less in diameter should be placed toward the rear of the house with minimal visibility from the street and neighbors' yards, provided that adequate reception can be obtained. Their placement should be approved by the ACC. Large diameter ground satellite dishes are prohibited.

Section 19. Underground Electric Service. An underground electric distribution system will be installed in that part of Lakeview Forest, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Lakeview Forest. 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 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 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, 120/150 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) \$1.75 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. Nothing in this paragraph is intended to exclude single metered service to apartment projects, if any, under the terms of a separate contract.

Interpretation: The Owner of each Lot is responsible for the repairs to the underground electric service cable from the residential meter to the company's transformers or junction box.

APPROVED:

Heathlake Community Association, Inc
Board of Directors

Heathlake Community Association, Inc.
c/o Graham Management
2825 Wilcrest Dr. #600 Houston, TX 77042

Heathwood Subdivision
Summary of Deed Restrictions and Covenants and their Interpretations

The following is a summary of the Heathwood Deed Restrictions and Covenants and their Interpretations. After each item is an interpretation or explanation of the item. These Interpretations were accepted by way of a Resolution by the Heathlake Board of Directors on January 13, 2011 and serve as the continuing standard which the community applies to the enforcement of deed 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 structure 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. Carports will not be allowed unless specifically approved by the Architectural Control Committee.

Interpretation: No building shall be erected or maintained thereon except one (1) private dwelling house per lot, each such house being a one-family detached dwelling designed for and occupied by a single family. The dwelling may not be taller than 2-1/2 stories and have a maximum of a 3-car garage. An additional structure for servant's quarters shall not be higher than the main house and may be occupied ONLY by family members or domestic help. Carports are generally not allowed but porte cocheres will be given consideration.

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 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 topography and finish grade elevation. The initial members of the Architectural Control Committee shall be Clint Priess, Charles R. Martin and Kenneth A. Suminski. 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 Heathlake Community Association, Inc. when one hundred per cent (100%) of all Lots in Heathwood, Section One (1), and other areas annexed 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.

Interpretation: All exterior (front and back yard) changes require ACC written approval. New roofs, new siding and/or painting, new fences, swimming pools, new decking, and patios are all examples of projects that require approval. The ACC has 30 days to respond after obtaining all the required documentation. If the ACC fails to respond within the time limitation, the homeowner will no longer need the mandatory approval. ACC approval does not imply a warranty regarding the design or construction integrity, nor does it guarantee that there is compliance with all applicable statutes, regulations or City codes. City of Houston construction permits for exterior work cannot be obtained without prior ACC approval.

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Section 3. Minimum Square Footage Within Improvements. The living area on the ground floor of the main residential structure (exclusive of porches, garages and servants' quarters) shall be not less than 2,000 square feet for one-story dwellings nor less than 1,500 square feet for a dwelling of more than one-story. The total living areas for a multi-story dwelling shall be not less than 2,300 square feet. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances, which in its sole judgment, such deviation would 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.

Interpretation: The residential dwelling shall have a minimum 2,000 square feet for a one-story house, and a minimum of 2,300 square feet of total living space for a multi-story house. The ACC may grant a waiver for any variances.

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

Interpretation: The exterior of the main house, attached garage, and additional quarters must be at least 51% brick, masonry or stucco unless written approval is granted by the ACC.

Section 5. Location of the Improvements Upon the lot. No building or other improvements 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. Subject to the provisions of this Section hereinafter contained and 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. No garage door located less than twenty-five (25) feet behind the front wall of the main residential structure shall open at less than ninety (90°) degree angle to the front property line unless expressly approved by the Architectural Control Committee. 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.

Interpretation: There must be a minimum of 5 feet between the house or other structure and a side property line. Garages or other accessory buildings, which are set back a minimum of 60 feet from the front lot line, may be located a minimum of 3 feet from an interior lot line. If a garage door is less than 25 feet from the front wall of the dwelling, it must open at a 90° angle to the front property line (unless approved in writing by the ACC). Compliance with any other building setback lines shown on the property survey and/or subdivision plat is required.

Section 6. Composite Building Site. 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 site, 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 composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block. Further, Lot Four (4) of Block Two (2) may be re-subdivided so as to create no more than three (3) building sites for residential dwellings provided that the Architectural Control Committee approves, in writing, such subdivision.

Interpretation: Lots may be consolidated into one single-family residence site. Setback lines will be measured from the resulting side property lines. The building must have a frontage at the setback line, which is not less than the minimum of the other Lots in that same block.

Section 7. 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.

Further, there shall be hereafter granted an easement to allow ingress and egress to Lot four (4) of Block Two (2), and the owners of Lots Three (3) and Five (5) of Block Two (2) shall have equal access to the same. Accordingly, notwithstanding anything to the contrary herein, Lots Three (3) and Five (5) of Block Two (2) may have garages facing such easement provided that the Architectural Control Committee approved the same in accordance with Section Two (2) hereof.

Interpretation: Property surveys show easements, which are reserved for the installation and maintenance of utilities. Homeowners may not place any permanent structure (including gazebos and pool decks) in these designated areas without written approval from all affected utility companies. Neither the Association nor the utility companies shall be liable for any damage to landscaping or improvements located within the easements should utility maintenance of these areas be required.

Section 8. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be carried 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.

Interpretation: Each lot shall be used solely for private residential purposes. Any business activity that disrupts and/or annoys neighbors and results in increased traffic flow or opens the residential property to public or business use is prohibited. Advertising, Internet web sites, and other communications directing customers, contractors, and/or business acquaintances to a homeowner's residential address is not allowed. Garage Sales, Yard Sales and Estate Sales are not allowed. Homeowners may not use nor permit others to use their residence for the storage of equipment and/or material for business purposes. A home office is permitted if there is no business-related activity or traffic, i.e. outside employees working at the home, customers at the residence, or vehicles picking up or delivering business merchandise.

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.

Interpretation: All Structures of a temporary nature such as recreational vehicles and/or mobile homes may not be used as temporary residences.

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 on driveways. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Interpretation: Semi-permanent or permanent storage of boats, trailers, campers, and inoperative vehicles of any kind is not allowed in the neighborhood unless they are screened from public view. The allowable time before any of the above becomes semi-permanently stored is twenty-four (24) hours.

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.

Interpretation: None required.

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.

Interpretation: None required.

Section 13. Walls, Fences and Hedges. No wall, fence or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six (6) feet in height unless otherwise approved by the Architectural Control Committee.

Lots One (1) through Nine (9), Nineteen (19) through Twenty-Two (22) and Twenty-Seven (27) through Thirty-Five (35), each inclusive, in Block Two, may not have constructed thereon any sort of rear fence or wall unless approved by the Architectural Control Committee. Further, the owners of such Lots shall take all necessary steps to prevent erosion of such Lots, such action to be approved by the Architectural control Committee prior to its commencement.

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.

Interpretation: The maximum height of side and rear fences has been amended to eight (8) feet. No wall or fence higher than three (3) feet may be placed in front of the house or on the side yards forward of the front wall of the house. Chain link fencing is prohibited. Homeowners are responsible for the maintenance of all fences, walls, and hedges. All new or replacement fences require ACC approval.

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 intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

Interpretation: Property owners and/or occupants of lots at a street corner may not place anything that obstructs the view at the intersection from one street to the other street. This includes plants, fences, hedges, trees or anything else that creates a blind spot to oncoming traffic.

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.

Interpretation: Lot maintenance applies to front, side, and back yards. The word "weeds" shall include all vegetable growth or grass, which has grown to more than eight (8) inches in height or which, regardless of height, is liable to become an unsightly nuisance or unhealthy environment. Lawns must be kept mowed and edged in all areas of the lot whether visible from the street or not. Flowerbeds must be maintained. Vegetable gardens are allowed if kept behind a fence and out of public view. The property must be kept clear of accumulated garbage or trash. If there is a continuing violation after notice is given to cure such, the property may be entered to secure compliance at the owner's expense.

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, playground 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 public view of neighboring Lots, streets or other property.

Interpretation: Drying of clothes, yard equipment, woodpiles, or storage piles in public view are prohibited. Woodpiles are especially discouraged as they attract and promote termites and other damaging pests.

Section 17. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or 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, provided that Declarant, or its assigns, may maintain, as long as it owns property in Heathwood, Section One (1), 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. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Interpretation: Specific types of yard signs that are allowed include For Sale, For Lease, For Rent, and political campaign signs during elections. Texas law allows for campaign signs to be placed in a yard (a maximum of one sign per candidate) 90 days before an election, but they must be removed within 10 days after the election. The Association may allow temporary signs in common areas and public right-of-ways announcing Association events and functions such as meetings, Heathlake Ladies Club activities or Yard of the Month. Contractor signs are prohibited.

Section 18. Roofing Material. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with wood shingles. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

Interpretation: All new roofs require ACC approval. The City of Houston has superseded this clause with an ordinance, which prohibits the use of wood shingles because of fire hazards. Composition shingles with a minimum 30-year warranty and an approved color by the ACC are allowed. Other types of roofing construction, such as metal or tile require ACC review and approval.

Section 19. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses, or buildings. Television antennae may be attached to the house provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on a wooden pole.

Interpretation: All types of antennae must be located to the rear of the roof ridgeline and must not be higher than 10 feet above the main structure. Acceptable satellite dishes one (1) meter (39.37") or less in diameter should be placed toward the rear of the house with minimal visibility from the street and neighbors' yards, provided that adequate reception can be obtained. Their placement should be approved by the ACC. Large diameter ground satellite dishes are prohibited.

Section 20. Sidewalks. Before the dwelling unit is completed and occupied, the Lot Owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb four (4) feet back from the street curb and shall extend it from property line to property line. 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 20. Sidewalks. cont.

Such sidewalks shall comply with all Federal, State and County regulations respecting construction and/or specifications, if any.

Interpretation: Concrete sidewalks shall be four (4) feet in width parallel to the street and four (4) feet from the street curb. Sidewalk maintenance is the responsibility of the homeowner although sidewalks are part of the public right-of-way. New sidewalks require ACC approval and a City Permit.

Section 21. Underground Electric Service. An underground electric distribution system will be installed in that part of Heathwood, designated Underground Residential Subdivision, which underground service area shall embrace all Lots in Heathwood, Section One (1). 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 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 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, 120/150 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 Burn of (1) \$1.75 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. Nothing in this paragraph is intended to exclude single metered service to apartment projects, if any, under the terms of a separate contract.

Interpretation: The Owner of each Lot is responsible for the repairs to the underground electric service cable from the residential meter to the company's transformers or junction box.

APPROVED:
Heathlake Community Association, Inc
Board of Directors

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Pages 21
05/12/2016 10:39 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$92.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2016-200382