

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF GALVESTON

REFILING RATIONALE: QUAKERS LANDING CIA RESTRICTIVE COVENANTS

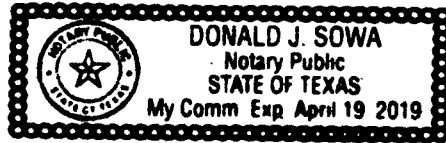
The QLCIA Covenants and By-Laws filed on November 5, 2012 under code #2012061422 contained an unintentional error regarding driveway materials. The corrected document is being filed today, September 11th, 2015 as the final document in full and without error.

This report made in truth by Tom Williams and as representative of Quakers Landing Civic Improvement Association Board of Directors.

Executed this 11<sup>th</sup> day of September, 2015.

ATTEST:

BY: Tom Williams  
TOM WILLIAMS, PRESIDENT



Before me, the undersigned authority, on this day personally appeared Tom Williams, President of QUAKERS LANDING CIVIC IMPROVEMENT ASSOCIATION, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein started.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of September, 2015.

Donald J. Sowa  
Notary Public in and for Galveston County, Texas

9.11.15

Date

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON

**QUAKERS LANDING CIVIC IMPROVEMENT ASSOCIATION RESTRICTIVE COVENANTS**

That NORWOOD HOMES, INC., a Texas corporation, owner of the land and premises hereinafter described for the purposes of evidencing and setting forth a substantially uniform plan of development which it has adopted for such lands and premises, and FANNIN BANK, a banking corporation, lienholder, do hereby covenant and provide that they, as well as their successors and assigns, and all parties holding title by, through and under them, shall hereafter have and hold title to the following described lands and premises, to-wit:

Lots One (1) through Seventy-two (72), both inclusive, in and being all of, QUAKERS LANDING, an addition in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 1616, Page 139 of the Records of Galveston County, Texas

AND

Lots One (1) through Twenty-four (24), both inclusive, in and being all of, QUAKERS LANDING, Section 2, an addition in Galveston County, Texas, according to map or plat thereof, recorded in Volume 10, Page 43 of the records of Galveston County, Texas

Subject to the following restrictions, reservations and covenants, which are hereby imposed upon the said properties as covenants running with the land, and which NORWOOD HOMES, INC., and FANNIN BANK agree shall be binding upon and shall be observed by themselves, their heirs and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said Lots above described.

**PART A – RESIDENTIAL COVENANTS:**

1. None of said Lots shall be used except for residential purpose and 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 less than two (2) cars nor more than three (3) cars.
2. No building shall be begun or erected, placed or altered on any of said lots until building plans, specifications, samples of exterior building material and plot plan showing the

location of such buildings have been approved in writing as to floor plan and internal design and conformity and harmony of external design with existing structures in the subdivision by a committee composed of Tom Williams, Spencer Chaffin, and James Watson, or representative designated by a majority of said committee. In the event of the death or resignation of any members 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 representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or if 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 fully complied with. Neither the members of such committee nor its designed representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the named committee of three (3) owners of Lots in Quakers Landing, which such three lot owners shall be selected by a majority of lot owners in said Quakers Landing. Such selection may be made at any time, and from time to time, during the duration of these restrictions. Such action by said majority and filed in the Records of Galveston County, Texas.

3. Exclusive of open or screened porches, terraces, driveways, carports, garages and attached servants quarter, the minimum areas allowed to be built in this subdivision are as follows:
  - A. Quakers Landing: On Lots Twenty-one (21), Lots Twenty-four (24) through Thirty-three (33), both inclusive, and Lot Forty-one (41)
    - (1) any residence must have not less than 2,500 square feet of living area;
    - (2) any story and a half residence must have not less than 1,500 square feet of ground floor area;
  - B. On any and all remaining lots:
    - (1) any residence must have not less than 2,000 square feet of living area;
    - (2) any story and a half residence must have not less than 1,200 square feet of ground floor area:
    - (3) any two story residence must have not less than 1,000 square feet of ground floor area.

The construction of all buildings, whether main residence or detached therefrom, must involve the use of brick veneer on 51% of the exterior surface area exclusive of the roof thereof. No chipped marble roofs, nor any other type of built up roofs shall be allowed where such roofing material would be visible to the public. All driveways are to be constructed of four inch thick concrete with pea gravel finish, or of a material and construction in accordance with Part A, Section 2 hereof.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat, and no side yards at the front building set-back line shall be less than 7 ½ feet. If two or more lots are consolidated into one building site, then these building set-back provision shall be applied to such resultant building site as if it were one original, platted lot.
5. None of said lots shall be re-subdivided in any fashion except with the specific approval of the committee referred to in Section 2 above.
6. Easements for installation and maintenance of utilizes and drainage facilities are reserved as shown on the recorded plat. Neither NORWOOD HOMES, INC., nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owners situated on the land covered by said easements.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No sign or advertising structure of any kind may be erected or maintained on any lot without approval by the Committee as provided in Part A, Section 2 thereof, except one sign of not more than five (5) square feet advertising the property for sale or rent. The Committee shall have the right to remove any sign or advertising structure in violation thereof, and in doing so, shall not be subject to any liability for trespass or other tort in connection therewith, or arising from such removal. Political candidacy signs are allowed from thirty (30) days prior to election until two (2) days after election is complete. No more than three (3) signs shall be permitted at any election period. School activity or sports participation signs of not more than twenty-eight (28) inches by thirty-eight (38) inches shall be placed within eight (8) feet of the front entrance of a home, provided, however, such signs must not detract from the overall appearance of the Subdivision. The sign

must be removed with thirty (30) days following the end of the student's participation in the activity.

9. No oil, gas or water drilling or development operations, quarrying or mining operation of any kind shall be permitted upon or on any lot, nor shall only oil, gas, Sulphur, water or other wells, tanks, tunnels, mineral excavations or shafts, be permitted upon or on any lot. No derrick or other structure designed for use in exploring for or producing any mineral shall be erected, maintained or permitted upon any lot.
10. No lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall 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. Household garbage must be put out in garbage cans, not plain bags, to keep the area clean and to avoid animal damage. Green Waste: If trash is of such a nature that it cannot be put in containers, it shall be carefully placed in bundles under fifty (50) pounds in weight so that it can be removed conveniently, any tree limbs and hedge cuttings shall not exceed three feet in length. Garbage cans and recycling bins need to be kept out of sight until five PM the day before pick-up until eight PM on the day of pick-up.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Failure to exercise proper care: Every animal owner shall exercise proper care and control of such animal or animals, and the premises where they are kept, to prevent them from becoming a public nuisance. Condition constituting nuisances: All of the following conditions, situations, or occurrence are hereby declared to be public nuisances and constitute failure of the owner to exercise proper care and control of his animal or animals and/or the premises where said animal or animals are or have been kept: Any animal, which turns over garbage containers, scatters garbage, or otherwise damages private or public property; Any animal running at-large or roaming off of private property owned or controlled by the owner thereof; Any animal that barks, whines, howls, or makes other sounds or noises in an excessive, continuous, or untimely fashion; or any building, room, cage, kennel, yard, run or other place or facility where animals are kept or harbored that is not maintained in a clean and sanitary condition so as to prevent obnoxious odors; the attraction, breeding, or potential breeding of flies; the attraction, harboring, or breeding of rodents, or potential breeding of rodents; or the creating of any other public health nuisance. Private premises: It shall be unlawful for

any person to keep, harbor, own, maintain, or allow to be harbored, owned, or maintained more than a total of four dogs or cats, over three months of age, upon or within any premises owned, occupied, or under the control of such person within Quakers Landing Subdivision.

12. No fence, wall, hedge, or gas meter shall be placed, or permitted to remain on any of said lots nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for decorative subdivision entry fences, or fencing used for enclosing community facilities installed by Norwood Homes, Inc. and/or Quakers Landing Civic Improvement Association (as hereinafter provided) which are approved in accordance with Part A, Section 2 thereof.
13. No shrub or tree planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. No trucks, vans, or any vehicle other than passenger cars may be parked in driveways or on streets in front of residence for longer than a twelve (12) hour period. No mobile homes shall be kept on or about any lot at any time. All boats (regardless of size) and/or boat trailers, and any camp trailers or camping units must be kept in the rear of the residences and then only provided that the owners or occupants of such lots construct and maintain a six (6) foot wood or masonry fence or other suitable enclosure for concealing the storage of same. No motorized recreational vehicles of any kind may be kept on the street for longer than thirty-six (36) hours.
15. No tent, temporary building, or outbuilding of any nature shall be built, placed, or used on any lot as a residence; provided, however, that living quarters other than in the main building used only by bona fide servants may be located on the lots. No garage apartment for rental purposes shall be permitted.
16. All garage door shall be closed at all times except for immediate entry and exit and shall be equipped with electronic operators for opening and closing.
17. The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner. In the event of default on the part of the owners

or occupants of any lot in observing the above, such default continuing after ten (10) days written notice thereof, the Committee referred to in Section 2, or its assignee, may without liability to the owners or occupants, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass or do any other necessary to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owners or occupants of such lot for the cost of such work. The owners or occupants, as the case may be, agree by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

18. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being performed on such lot. No trees shall be cut on any lot except in connection with construction of improvements, or to remove dead or unsightly trees.
19. Each improved lot shall be subject to a charge and assessment of not more than two hundred and fifty dollars (\$250.00) per annum for the purpose of creating "Quakers Landing Civic Improvement Association," its successors or assigns, as the needs of the property may, in its judgment, require. The first annual assessment on each such lot shall be adjusted according to the number of months proceeds of said fund for promoting the health, safety, welfare, and recreation of the residents and providing improvement facilities, maintenance and services thereof, such uses and benefits including by way of clarification and not limitation, any or all of the following: caring for vacant lots, fogging for insect control, providing and maintaining parks, parkways, esplanades, entrances and other public areas, and recreational facilities, such as a swimming pool, including caretakers, and paying expenses of collection and administration of the charge and assessment, and doing any other thing or things necessary or desirable in the opinion of the subdivision. So long as exercised in good faith, decisions of the Quakers Landing Civic Improvement Association in the expenditure of said fund shall be final and conclusive.

To secure the payment of the annual charges and assessments established hereby and to be levied on the individual residential lots above described, Norwood Homes, Inc. shall make conveyances of such properties subject to these restriction and said conveyances shall automatically be construed to retain a vendor's lien for the benefit of the above mentioned Quakers Landing Civic Improvement Association, its successors and assigns, to secure the payment of the annual assessment or charges aforesaid, said lien to be enforceable through appropriate proceeding by said beneficiary; provided,

however, that each such lien shall be subordinate to all liens, present or future, granted or created by the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such lot.

PART B – GENERAL PROVISIONS:

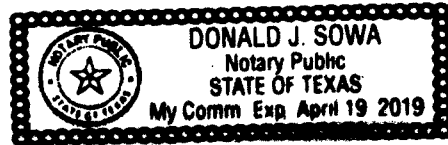
1. These covenants are to be run with the land and shall be binding upon all of the parties and all persons claiming under them until January 1, 2021, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots. If the parties hereto, or any other persons owning real estate situated in said development or 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 his or them from acting, or to recover damages or dues for such violations.
2. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions, which shall remain in full force and effect.



EXECUTED this the 11<sup>th</sup> day of September, 2015.

ATTEST:

By: Tom Williams  
Tom Williams, President



BEFORE ME, the undersigned authority, on this day personally appeared Tom Williams, President of QUAKERS LANDING CIVIC IMPROVEMENT ASSOCIATION, a Texas corporation, know to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11<sup>th</sup> day of September, 2015.

Donald J. Sowa  
Notary Public in and for Galveston County, Texas

9.11.15  
Date

**FILED AND RECORDED**

Instrument Number: *2015058259*

Recording Fee: 58.00

Number Of Pages: 10

Filing and Recording Date: 09/11/2015 1:05PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*