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**SUBDIVISION RESTRICTIVE COVENANTS**

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§ **KNOW ALL MEN BY THESE PRESENTS:**  
§

THAT **KODIAK CROSSING I LTD**, ("Declarant") acting herein by and through its duly authorized managers and agents, being the developer of **KODIAK CROSSING SECTION ONE**, a Subdivision in Harris County, Texas as shown by plat thereof, recorded in Harris County Map Records under File No. 20150274114 for the purpose of creating and implementing a uniform plan for the development, improvement and sale of said subdivision and the hereinafter described property as a restricted, exclusive residential district, hereby establishes and adopts the following restrictions, covenants and conditions upon the said Subdivision, and the hereinafter described property:

**I.**

The restrictions, covenants and conditions hereof shall apply to all lots in **KODIAK CROSSING SECTION ONE**, a Subdivision in Harris County, Texas, as cited above. *lul*

**II.**

**A. RESIDENTIAL USE**

(1) All of the lots shall be used for residential purposes only and no part of any lot shall be used for any type of business or profession.

(2) Every type of institutional use, whether profit or non-profit, including, but not limited to, club, clubhouse, fraternity, sorority, lodge, church, clinic, sanatoria, academy, school, nursery, day-care center, or nursing home uses, or any of them, is prohibited upon each lot.

(3) No building, whether to be used as a residence or otherwise, shall be moved onto a lot. However, builder may install sales trailer while actively selling.

(4) No mobile home, travel trailer, trailer, tent, shed, basement, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

(5) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five square feet (5 s.f.) advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Model home signs 4' x 8' by builders are permitted.

(6) No truck, truck-tractor, tractor-trailer, bus, trailer, boat or marine craft shall be left parked in the street in front of any lot except as auxiliary to the construction or repair of a house or houses in the immediate vicinity, or for the servicing of or delivery of goods or merchandise to such house or houses, and no truck, truck-tractor, tractor-trailer, bus, boat or marine craft or trailer shall be left parked in any driveway or other portion of a lot, unless inside a garage or out of sight behind fence. No vehicle, marine craft or trailer shall be left parked in any unpaved portion of the lot for more than four (4) hours unless out of sight behind fence.

**B. SIZE AND CONDITION OF DWELLING**

(1) No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family detached dwelling or house, not to exceed two and one-half (2 1/2) stories in height, a private garage built to accommodate not more than three (3) passenger automobiles, and other outbuildings incidental to residential use of the lot, all subject to the same height limit prescribed for the house. No building may be constructed or erected on a lot to a height of more than thirty-five feet (35') above the finished grade level of said lot.

(2) The living area of the main house, exclusive of open porches, patios, lanais, breezeways, and garages, shall contain not less than 1300 square feet in a one-story house and shall contain not less than 1650 square feet in a two-story house. Any dwelling which does not comply with these provisions shall be required to comply or shall be removed from the lot.

**C. LOCATIONS OF RESIDENTIAL STRUCTURES**

(1) No building shall be located on any lot nearer to the front line or nearer to the side street line, if any, than the minimum building setback lines shown on the recorded plat of **KODIAK CROSSING SECTION ONE**.

(2) In any event, no building shall be located on any lot nearer than ten feet (10') to any side street line.

(3) No building shall be located nearer than five feet (5') to an interior lot side line.

(4) All residences erected on lots in **KODIAK CROSSING SECTION ONE**, shall be oriented toward the front lot line, providing, however, the main entrance to such residence may be situated in a side exterior wall of such residence but in no case shall such entrance face, in whole or in part, the rear lot line.

(5) Nothing herein contained shall be construed to prevent the use as or building site of two (2) or more consecutively adjacent lots, or the use as a building site of portions of two (2) or more such lots, all having a common street frontage, and a street frontage not less than the frontage of any lot, a portion of which is included in such site.

**D. ARCHITECTURAL STYLE**

Architectural style may vary, consistent with maintaining a highly compatible appearance throughout. Vivid colors and radically different styles shall not be permitted. All styles and exterior colors and materials shall be approved by the Architectural Control Committee ("ACC") of **KODIAK CROSSING SECTION ONE**.

**E. APPROVAL OF DESIGNER AND BUILDER BY ARCHITECTURAL CONTROL COMMITTEE OF KODIAK CROSSING SECTION ONE**

All designers and builders of any improvements to be located on any lot in **KODIAK CROSSING SECTION ONE** shall be approved by the ACC.

**F. EXTERIOR FINISHES**

(1) All houses in the Subdivision shall not have less than 50% masonry over all exterior walls. "Masonry" as used and required herein shall refer to brick or brick-veneer, and all material commonly referred to in the Texas building industry as masonry. The above percentage calculation for "exterior walls" excludes gables, doors and windows. Any construction materials used other than brick, concrete based siding or masonry stucco must have complete ACC approval.

(2) Brick color and selection and exterior color selections shall be submitted to the ACC of **KODIAK CROSSING SECTION ONE** at the time the final plans are presented for approval and all exterior colors shall be subject to Committee approval.

**G. GARAGES**

No garage area may be used, or converted at any time for living area or quarters; however, quarters may be built above detached garages.

#### H. RECREATIONAL VEHICLES

Boats, trailers, recreational vehicles, and similar vehicles stored on premises must be within enclosed garages or storage areas and not exposed to view from any street or common area.

#### I. ENERGY CONSERVATION EQUIPMENT

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ACC. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any lot.

#### J. ANTENNAS

All antennas, video discs, satellite receivers (including without limitation radio or television transmitting or receiving antennas) shall be installed so that no antenna, discs, etc. are visible from any street or common area.

#### K. HOLIDAY DECORATIONS

Holiday decorations are permitted and will not require approval. Decorations may be installed no sooner than 30 days prior to the holiday and must be removed within fifteen (15) days after the holiday for which they are intended. The ACC reserves the right to require the removal of decorations that either generate complaints or are deemed offensive.

#### L. ABOVE GROUND POOLS

No above ground pool of any type may encroach into any utility easement or into any building setback lines. Above ground pools should be located at least four feet (4') from the house and five feet (5') from the side and rear property line, or fence, to maintain proper drainage on the lot. When draining, you must drain to a p-trap or clean out only draining to sewer. An above ground pool should not be over four feet (4') in height. The deck around the pool may be ground level only. The electrical and mechanical devices for the pool must meet County code requirements, may not be located in a setback or in any location which may cause a noise nuisance to neighbors. The above ground pool and equipment must comply with all local and state safety standards. No above ground pool shall be constructed in a manner to impede drainage on a lot or to cause water to flow on an adjacent lot. If this should occur, the above ground pool owner is responsible for all costs incurred. Variance will not be granted. Kiddie pools that measure 12" in diameter and 2' in depth do not require submittal to the ACC.

#### M. FENCES, WALKS, AND HEDGES

(1) No fence or wall or any character shall be erected nearer than twenty-five feet (25') from the front lot line and no fence or wall shall exceed six feet, six inches (6'-6") in height. The only acceptable fence materials shall be brick or wood.

(2) No hedge of more than six feet, six inches (6'-6") in height shall be permitted in front of any dwelling.

#### N. LANDSCAPING

(1) Grasses and weeds growing on any front, side or rear yard of a lot shall be cut or mowed at such intervals as to maintain front, side, or rear, of not more than six inches (6") above the sod thereunder. Until a dwelling is built on a lot, the undersigned, or its duly authorized agents or assigns, may, at its option, cut such grasses and weeds to meet this covenant and may have dead trees, shrubs, and plants removed from the lot and the owner of said lot shall be held, by the acceptance of a deed thereto, to be obligated to pay and reimburse it, its duly authorized agents or assigns for the cost thus incurred.

(2) When any building is erected upon a lot, that portion of the lot lying between the front lot line, the front setback line, and the enclosing side lot lines, shall be sodded, seeded, planted and maintained as a lawn, excepting such described area as may be maintained for paved driveways, parking areas, and shrubbery, nursery, and hedge plantings, or any combinations thereof, consistent with all other requirements of the covenants hereof.

(3) Landscaping of a lot shall be completed within ninety (90) days after completion of the main residential structure.

(4) The following requirements apply to all single-family lots platted and recorded after the effective date of these regulations. Nothing in these regulations shall be construed as restricting such authority as the County may have to remove or require the removal of any landscaping or plantings within the right-of-way, whether or not constructed or maintained in conformance with these regulations. Every lot greater than 5,000.00 sf in size shall require that a minimum of two 1.5 inch minimum caliper trees are planted in the front yard. Every lot smaller or equal to 5,000 sf in size shall require a minimum of one 1.5 caliper tree be planted in the front yard. These trees shall be planted prior to occupancy of the residence. The trees must be selected from the City of Houston's approved tree list found in Appendix "A" of Chapter 33 of the City of Houston Code of Ordinances in effect at the time of the adoption of these regulations. These requirements shall appear on the face of the plat and in the restrictive covenants of the subdivision. The required trees may be placed in the County right-of-way to fulfill this requirement provided the following conditions are satisfied.

- (i) Such planting is approved by the respective County Commissioner's designee.
- (ii) The restrictive covenants are structured to provide for the maintenance of said trees with no County involvement.
- (iii) The trees are planted in such a manner that they do not create a traffic hazard or a potential to damage the sidewalk or street pavement.

#### O. CONCRETE DRIVEWAYS, APPROACHES AND WALKS

Driveway locations must be coordinated with the master layout as specified by **KODIAK CROSSING SECTION ONE**. Walks from the street curb to the residence shall be a minimum of four feet (4') in width. Driveways and sidewalks shall be permitted to be placed within a setback as approved by the ACC. Before the construction of any dwelling is complete, the builder shall construct in all adjacent street rights-of-way, a concrete sidewalk four feet (4') in width, parallel to the street curb and in accordance with local standards and ordinances. The sidewalk shall extend the full width of the Lot. On corner Lots, the sidewalk shall extend the full width and depth of the Lot up to each street curb and finished with the complement of required curb ramps. The initial construction of the sidewalks shall be the responsibility of the builders and the maintenance of all sidewalks is the responsibility of the Owner.

#### P. GARBAGE AND TRASH COLLECTION

No lot shall be used or maintained as a dumping ground for garbage, rubbish or trash. Garbage, rubbish, or trash shall not be permitted on any lot unless the same is stored in a sanitary container or containers and removed from the premises promptly. Garbage removal by private contractor on its regular schedule for servicing the street upon which a lot is situated shall be deemed requisite promptitude for the removal of garbage. Accumulations of rubbish or trash, including, but not limited to, grass cuttings and tree limbs, shall be removed not less often than twice a month. Trash may be placed outside for collection only the evening before collection. Such trash must be contained to protect from animals or spillage and trash cans must be removed from sight the same evening of collection.

#### Q. PARKING REQUIREMENTS

The parking of any vehicles on any street for more than a twenty-four (24) hour period shall be strictly prohibited.

**R. UNACCEPTABLE AND OFFENSIVE ACTIVITIES**

- (1) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
- (2) No oil or gas drilling, oil or gas, mineral producing, oil exploration or development operations, oil refining, quarrying or mining operation shall be permitted upon, in or under any lot provided, however, the present facilities and activities in connection therewith on any recorded replat pipeline easements shall not be deemed a violation of this covenant.
- (3) 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, however, that such are not kept, bred or maintained for commercial purposes, and that such does not create an annoyance or a nuisance to the neighborhood.
- (4) No boats or marine craft shall be stored or parked in any driveway or open parking area of a lot.
- (5) No recreational equipment, including without limitation, basketball goals (except goals on detached garages) or poles, volleyball net poles, or any other type of athletic or similar equipment, whether temporary or permanent, shall be constructed or placed on any lot unless specifically approved by the Architectural Control Committee.

**S. EASEMENTS; UTILITIES**

- (1) Declarant hereby gives notice of the existence of one or more easements which are or may be in the future located on the Property (individually or collectively, the "Easements and Common Area"). The lawful use of the Easements by the easement holders may nevertheless create conditions which may be hazardous or dangerous to the public at large. Neither the Declarant, the Homeowners Association nor their partners, officers, directors, employees, agents or representatives shall have any personal liability for any loss or injury to any Owner or his family, guests, invitees or licensees or any other person arising out of or in connection with the Easements and Common Area.
- (2) Easements for installation and maintenance of utilities and drainage facilities and for ingress and egress of the grantor and all other authorized to install or maintain such utilities and facilities are reserved as shown on the recorded plat of **KODIAK CROSSING SECTION ONE**. Within a lot area where fences, walling or planting is permitted, any fence, wall, or planting in or across said easements may be removed by said utilities, their duly authorized agents or assigns, and by said grantor, its duly authorized agent or assigns, free of any and all liability or obligation to the owner or owners of such fence, wall or planting on account of such removal. Said utilities easements are for all utilities now or hereafter to be installed and maintained in said replat locations according to custom and usage from time to time.
- (3) All electrical, cable, and telephone service and subdivision distribution lines shall be buried in conformance with the then applicable National Electrical Safety Code.
- (4) An underground electrical distribution system will be installed in that part of **KODIAK CROSSING SECTION ONE**, designated Underground Residential Subdivision, which underground service shall embrace all lots in **KODIAK CROSSING SECTION ONE**. 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 requirement of local governing authorities and National Electrical Code) the underground service cable and appurtenances from the point of attachment as 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 services shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the 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, the electric service to each lot in the Underground Residential Subdivision, shall be

uniform in character and exclusively of the type known as single phase, 120/140 volt, three wire, 60 cycle, alternating current.

**T. COMMON AREA AND WATER DETENTION AREA**

Grantor will transfer ownership in Common Areas to Kodiak Crossing Homeowners Association, Inc. and said Homeowners Association will be solely responsible for maintenance of Common Areas and Water Detention Area, and shall keep same in good, clean, attractive and sanitary condition. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood, due to hurricanes, heavy rainfall, rising waters, or other natural disasters.

**Billing for Harris County MUD No. 50 Detention Facility Costs.** The Harris County Municipal Utility District No. 50 (the "District") will assess the lot owners of the platted lots within Kodiak Crossing for costs associated with the operation and maintenance of the stormwater conveyance and detention features, as well as, if determined by the District that the Property Owners Association for the Kodiak Crossing Subdivision has not maintained the Aesthetic Maintenance Work, such reasonable costs for enhancing and/or preserving the natural beauty and aesthetic quality of the detention features within the Kodiak Crossing subdivision. The owner of each platted lot shall be responsible for payment of their pro rata share of the total costs, as billed monthly by the District to District customers residing within such platted lots or to property owners for lots which do not have District water and sewer service activated. The total amount of the District's annual costs shall be prorated among the platted lots and billed on a monthly basis by the District. The requirements herein shall run with the land and bind each property owner, and their heirs and assigns.

**Aesthetic Maintenance Work.** The Property Owners Association shall maintain the Detention Pond for the purposes of enhancing and/or preserving the natural beauty and aesthetic quality of the Detention Pond, as reasonably required. The requirements herein shall run with the land and bind each property owner, and their heirs and assigns, absent compliance by the Property Owners Association to fulfill their duties herein, each property owner within the Kodiak Crossing Subdivision shall be proportionately responsible for the costs of the Harris County Municipal Utility District No. 50 (the "District") in assuming the responsibility, though the District shall not be obligated to perform such duties, for the duties to maintain the Aesthetic Maintenance Work.

**U. PERIMETER LOTS; FENCING**

Some of the outside perimeter lots and entrance into **KODIAK CROSSING SECTION ONE** shall have a brick and wood fence installed by the Grantor along the rear lot line of the lots. The owners of the respective lots shall not damage or destroy the brick and wood fence. Any lot owner that willfully or negligently destroys the brick and wood fence will be liable to **KODIAK CROSSING HOMEOWNERS ASSOCIATION** for any damage. Additionally, any owner of a lot with the brick and wood fence installed shall allow Grantor of **KODIAK CROSSING HOMEOWNERS ASSOCIATION** reasonable access over and through their lot for the purpose of repairing, maintaining or replacing brick and wood fence.

**III. KODIAK CROSSING SECTION ONE ARCHITECTURAL CONTROL COMMITTEE**

**A. CREATION**

There is hereby established the **KODIAK CROSSING SECTION ONE** Architectural Control Committee.

**B. OBJECTIVES**

The Architectural Control Committee has been established to encourage the construction of dwellings of superior architectural design, quality, proper size, and overall compatibility with the conceptual plan of **KODIAK CROSSING SECTION ONE**.

### C. MEMBERSHIP

Membership of the ACC shall consist of three (3) persons. Its officers shall consist of a Chairman and a Secretary, elected by majority vote of qualified and serving members of the Committee. Committee may adopt and amend By-Laws from time to time for the government of its meeting and internal operation consistent with these covenants, by majority vote of the qualified and serving members. The initial Committee shall be constituted as follows:

1. Joseph G. Dow, Chairman
2. Earl Wilburn, Jr., Secretary
3. Dakrin Dow

A majority of the Committee may designate a representative to act for it. Such designations shall be recorded in the Minutes of the Committee. In the events of death, resignation, inability or refusal to serve of any member of the Committee, the remaining member or members shall have full authority to designate a successor.

### D. FUNCTION AND CONTROL

Dwellings should be designated to create an attractive and harmonious blend with existing houses. No building shall be erected, constructed, remodeled, or altered on any lot until construction plans and specifications have been submitted to and approved in writing by the ACC of KODIAK CROSSING SECTION ONE.

### E. REVIEW PROCESS

The review process for approval of plans by the ACC has been created to evaluate construction plans to ensure conformity with the application of the deed restrictions.

Design Review – Two (2) sets of drawings, including the following, shall be submitted to the Architectural Control Committee:

- a. Site plan (scale: 1" = 20'0")
- b. Foundation plan (scale: 1/8" = 1'0")
- c. Floor plans (scale: 1/8" = 1'0")
- d. Exterior elevations and sections (scale: 1/8" = 1'0")
- e. Exterior material and color sections

These drawings will be evaluated as to compliance with all deed restrictions and conformity and harmony of exterior architectural design.

### F. APPROVALS

The Committee's approval or disapproval of plans and specifications as required in these covenants shall be in writing, and shall specify the reasons for disapproval, if such be the case. However, in the event the Committee or its designated representative, if any, fails to approve or disapprove within thirty (30) days after proper plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or remodeling has been filed in a court of competent jurisdiction prior to the completion thereof, approval will not be required and the requisite covenants shall be deemed to have been fully complied with.

G. Neither the Committee nor any architect or agent thereof, nor KODIAK CROSSING SECTION ONE, nor any agent or employee or any of the foregoing shall be responsible in any way for any failure of structures to comply with the requirements of this declaration, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with foregoing provisions, nor any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon, agree not