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STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

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151-33-1939

That Friendswood Development Company, an Arizona corporation with a permit to do business in the State of Texas, having an office in Houston, Harris County, Texas, acting herein for itself and King Ranch, Inc., a Texas corporation with its office and principal place of business in Kleberg County, Texas, hereinafter jointly called "Friendswood", being the owners of that certain tract of land, containing 130.2837 acres out of the P. Whitty Survey, A-1450, John Asbury Survey, A-91, and Elijah Votaw Survey, A-023, Harris County, Texas, which Friendswood platted into a subdivision known as ~~Map 1000~~, Section C, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 193, Page 103, of the Map Records of Harris County, Texas, to which reference is here made for all purposes, does hereby establish, adopt and promulgate the following Covenants, Conditions and Restrictions which shall be applicable to the lots in said subdivision:

Part I

1. Each lot shall be used only for single-family residence purposes, and no such residence shall be constructed on less than the equivalent of one full lot, with the exception that certain lots may be divided into:

two-building sites:

- Block 1 Lots 1, 2, 3, 4, 5, 6, 7
- Block 2 Lots 8, 11
- Block 3 Lots 3, 4, 5, 6, 10, 13
- Block 4 Lots 1, 2, 4, 5, 15, 16, 17
- Block 5 Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14

three-building sites:

- Block 3 Lot 12

NOTE: To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby prohibited.

four-building sites:

Block 4 Lots 18, 19

In the cases where a lot is divided, each section of a lot sold separately shall be considered an individual building site upon which only one single-family residence shall be constructed, and no such residence shall be constructed on less than the equivalent of one full building site. In no instance shall any lot be divided and sold as more than one building site by any owner other than Friendswood, nor shall an owner of two or more adjoining lots (other than Friendswood) be permitted to subdivide his overall consolidated building site into two or more building sites. All further reference to a lot or section of a lot in these restrictions shall be to a "building site".

2. No building shall be erected, altered or permitted to remain on any building site other than one detached single-family residential dwelling not to exceed three (3) stories in height, and a private garage for not more than four (4) cars and bona fide servants' quarters, which structure shall not exceed the main dwelling in height or number of stories and shall be connected to the main dwelling or constructed in a way so as to constitute an integral part of the main dwelling.

3. No building or improvements of any character including but not limited to dwellings, garages, servants' quarters, roadways, driveways, fences, drainage spillways, drainways, pipes, inlets, culverts, headwalls, or other appurtenances carrying runoff water into drainage easements shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction, on any building site until the construction plans and specifications and a plan showing the location of the structure(s) and other improvements have been submitted to and approved in writing by Friendswood, or its assignee hereinafter provided for, as to compliance with these restrictions and as to quality of materials, harmony of external design (including colors of exterior wood, brick, or other finish material) with existing and proposed structures, and as to location with respect

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to topography and finish grade elevation, including a plan for adequate drainage of the building site. In the event Friendswood fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt thereof, approval will not be required, and the related covenants set out herein shall be deemed to have been fully satisfied.

4. The living area of the main residential structure, exclusive of porches, garage, and servants' quarters shall be not less than 2600 square feet for a one-story dwelling nor less than 3000 square feet for a two-story structure nor less than 3600 square feet for a three-story structure. Friendswood or its assignee, at its sole discretion, hereby reserves the right to approve deviations in building area and location of improvements in instances where, in its judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing.

5. No building shall be located on any building site nearer to any property line than the minimum building setback line shown on the recorded plat. In the case where a building is being constructed to face toward a property line other than the street line, or is being built on a building site that does not have street frontage, or is being built facing a street that does not have a minimum building setback line indicated on the recorded plat, then the property line toward which the building will face is considered the front property line, and the building setback from that front property line will be a minimum of twenty-five (25) feet. No building shall be located on any building site nearer than fifteen (15) feet to any property line, and in no case shall encroach upon any access easement, drainage easement or utility easement, all as shown and provided for on the recorded plat. For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a building site to encroach upon another building site.

151-33-1941

No garage located closer than sixty (60) feet to the front property line shall face and open at less than a ninety (90) degree angle to the front property line.

There shall be no entrance to any building site from Kingwood Drive or from Woodland Hills Drive; all entry onto building sites adjoining Kingwood Drive or Woodland Hills Drive shall be from internal streets or from access easements leading to internal streets. No garage shall be constructed to face and open at less than a ninety (90) degree angle to Kingwood Drive or Woodland Hills Drive.

6. Any owner of one or more adjoining building sites may consolidate such building sites into a single-family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting overall property lines for the consolidated site rather than from the lot lines indicated on the recorded plat. All other provisions of Paragraph 5 apply to such a consolidated building site.

7. Easements for installation and maintenance of utilities, for drainage, and for access to building sites without street frontage are reserved as shown and provided for on the recorded plat, and no structure shall be erected on any of said easements. Neither Friendwood nor any utility company nor any utility district using the easements shall be liable for any damage done by any of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements.

Underground electric, gas and telephone service shall be available to all building sites, and the utility companies furnishing the service shall have easements as shown on the recorded plat. The owner of each building site, 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 of such company's installed

violates 42 USC 3604 (c) by indicating preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

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 building site. The electric company furnishing service shall make the necessary connections at said point of attachment and at the motor. In addition, the owner of each building site shall, at his own cost, furnish, install, own and maintain a motor loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the motor of such electric company for the residence constructed on such owner's building site. For so long as such underground service is maintained, the electric service to each building site shall be uniform and exclusively of the type known as single-phase, 120/240-volt, three-wire, 60-cycle alternating current.

151-33-1803

Encroachment for the underground service may be crossed by driveways and walkways provided prior arrangements are made with and necessary approvals secured from the utility companies furnishing electric, gas and telephone service and conduit of approved type and size under such driveways or walkways is provided and installed prior to construction thereof. Such encroachment for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Friendwood nor any utility company using the encroachment shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the owner located on the land covered by said encroachment.

In the event that audio and video communication services and utilities are made available to any said building site by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right

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preference, limitation or discrimination
based on race, color, religion, sex, handicap,
or familial status or national origin.

angle to the utility easements nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said building site, and in a direct line from the nearest utility easement to the point of connection.

8. No activity, whether for profit or not, shall be carried on on any building site which is not related to single-family residence purposes, except on those building sites which may be designated by Friendswood, its successors or assigns to be used, for a maximum period of seven (7) years from the date hereof, for sales offices. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any building site which may be or become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence.

Portable buildings used for accessory or storage purposes shall be limited to eight (8) feet in height and must be approved in accordance with paragraph (3), Part I of these Conditions, Covenants, and Restrictions. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly and shall be removed at completion of construction.

No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off trucks, or boat rigging or other such similar items or conveyances shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other common household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers. All animals thus kept must be leashed or restrained on the property.

Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

11. No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained nearer to the front lot line (or front building site line) than the front building setback line. No side or rear fence, wall or hedge shall be more than six (6) feet high. No fence of wire construction shall be permitted. No fence shall be constructed closer than fifty (50) feet to the northernmost right-of-way line of Kingwood Drive, nor closer than fifty (50) feet to the easternmost right-of-way line of Woodland Hills Drive. All plans for a fence to be constructed shall be submitted to Friendswood for prior written approval.

12. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway within the triangular area formed by the junction of street lines and a line connecting them at points twenty-five (25) feet from the junction of the street lines (or extensions thereof) shall be placed or planted on corner building sites.

13. The drying of clothes in public view is prohibited, and the owner or occupant of any building sites at the intersection of streets or adjacent to parks, playgrounds, greenbelts or other facilities where the rear yard or portion of the building site is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

16. All building sites shall be kept at all times in a sanitary, neat and attractive condition; and the owner or occupant of all building sites shall keep all weeds and grass thereon cut and shall in no event use any building site for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage,

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trash or rubbish except by use of an incinerator approved by Friendswood, its successors or assigns, and then only under such conditions permitted by law. All yard equipment, wood-piles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring building sites, streets or other property.

In the event of default on the part of the owner or occupant of any building site in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Friendswood or its assignee, may without liability to the owner or occupant in trespass or otherwise, enter upon said building site and 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, so as to place said building site in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such building site for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the building site owner, a vendor's lien is herein and hereby retained against each building site in favor of Friendswood or its assignee, but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Friendswood or not.

15. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to public view on any portion of the properties or any building site except for one sign for each building site, which sign may have one maximum dimension of twenty-four (24) inches, and a maximum area of 576 square inches, advertising the property for sale or rent, except signs used by Friendswood, its successors or assigns, to advertise the property during the construction and sales period.

Friendswood or its assignee shall have the right to remove any

such sign, advertisement or billboard or structure which is placed on said building sites without any liability for trespass or other tort in connection therewith or arising from such approval.

16. The digging of dirt or the removal of any dirt from any building site is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such building site. No trees shall be cut on any building site except to provide room for construction of improvements or to remove dead or unsightly trees.

17. 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 of the building sites or on any house or building constructed thereon. Television antennas may be attached to the house; however, the antenna's location shall be restricted to the rear of the house and below the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street or access easement; for those building sites adjoining either Kingwood Drive or Woodland Hills Drive, television antennas shall additionally be located so as to be hidden from view of either of those thoroughfares.

18. Reference is hereby made to the Community Services Charges applicable to Kings Forest (of which the 138.2537 acres described as Kings Forest, Section One is a part) created by those certain instruments executed by Friendswood, dated September 1, 1972, and recorded under File No. D699362, Film Code No. 150-39-1528, and File No. D699361, Film Code No. 150-39-1522, of the Official Public Records of Real Property of Harris County, Texas, and the provisions of such instruments creating said Community Services Charges are hereby incorporated in these Restrictions as if set out herein in full. Such provisions shall be binding upon each respective building site and all succeeding owners thereof from and after the delivery of the deed by Friendswood to each such building site regardless of whether or not such provisions are contained in such

deed and such charges and the lien recovery payment thus may be enforced against the owners of such building site in the same manner as the restrictions and covenants herein contained.

19. Friendswood hereby retains the right to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other necessary documents or approvals required to be submitted to it to an architectural control committee appointed annually by the Board of Trustees of Kings Forest Community Association, Inc., as long as that Association is collecting and administering the Community Services Charge for Kings Forest. In the event Friendswood elects to assign such right of approval, such assignment shall be evidenced by an instrument in writing, executed and acknowledged by the proper officers of Friendswood and placed of record in the appropriate records of the County Clerk of Harris County, Texas.

20. Friendswood hereby reserves the right to amend or change the restrictions contained herein at its sole discretion with regard to, but not limited to, building setback lines, easements, building area and other such restrictions as may be applicable to specific building sites, which amendments or changes will be contained in the deed of conveyance for that site, and which will in no wise affect the applicability of the other restrictions set out herein either for that building site or any other building site.

PART II

1. These covenants shall run with the land, and shall be binding upon Friendswood and its successors and assigns and all persons claiming under them and all subsequent property owners, and any part thereof, for a period extended until July 20, 2010, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the building sites has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; provided, that

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no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the building site involved in such breach. Deeds of conveyance of building sites, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by injunction, either prohibitive or mandatory, or by any other relief authorized by law. Such enforcement may be by the owner of any building site or by Friendswood or its successors or assigns, or by the Association collecting and administering the Community Services Charge.

3. Invalidation of one or more of these covenants, by judgment or court order or otherwise, shall in no wise affect any other covenant, restriction or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.

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

IN WITNESS WHEREOF, Friendswood-Development Company and King Ranch, Inc. have executed this instrument this 1st day of September, 1972.

ATTEST:

AK Brown
Secretary

FRIENDSWOOD DEVELOPMENT COMPANY,
Acting for itself and for
KING RANCH, INC.

By: J. L. Brown
Vice President

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OK
TRAM

STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of October, 1972.



Gloria Gay Livingston
Notary Public in and for
Harris County, Texas

GLORIA GAY LEVINGTON
Notary Public in and for Harris County, Texas
My Commission Expires 6-1-73

RECORDERS RESPONSIBILITY:
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Was Not Clearly Legible For Subsidiary
Information

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