

KINGS FOREST SECTION FIVE
PROTECTIVE COVENANTS

STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS: THAT

FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona Corporation with a permit to do business in the State of Texas, having an office at 700 Rockmead Drive, Suite 110, Kingwood, Harris County, Texas, 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 2.556 acres in the John W. Asbury Survey, A-91, Harris County, Texas, which Friendswood platted into a subdivision known as Kings Forest Section Five, a map or plat of said subdivision approved as required by law, having been filed for record and being recorded in Volume 342 on Page 124 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 Conditions, Covenants and Restrictions which shall be applicable only to the lots as shown in said subdivision plat.

PART I

Section 1. Patio Home Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family Patio Home not to exceed two (2) stories in height. Each such Patio Home shall have a two (2) car private garage, one story in height, which shall not be used for residential purposes, and a private front brick wall.

Section 2. Prohibition of Offensive or Commercial Use. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment by each Owner of such Owner's Patio Home or which shall degrade property values or detract from the aesthetic beauty of the Property, shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done on or beside any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the above, Declarant, its successors or assigns, may use the Property for model homes display and sales offices during the construction and sales period.

Section 3. Minimum Square Footage. The living area of the main residential structure shall not be less than 2400 square feet for a one-story dwelling nor less than 2600 square feet for a two-story structure. No more than one dwelling shall be built on any one Lot.

The Architectural Review Committee or its assignee, at its sole discretion, is hereby permitted to approve deviations in the building area and location in instances where, in its judgement, such deviation will result in a more common beneficial use.

Section 4. Location of Improvements Upon the Lot. No building shall be located on any Lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Each Patio Home shall be designed and constructed so as to have one outside masonry wall abutting the side property line designated as the Zero Setback Line for that Lot by the Architectural Review Committee ("ARC"), except in the case of corner Lots or unless a different layout is authorized in writing by the ARC. Corner Lots may have the Zero Setback Line opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall not be less than six (6) feet from the dwelling structure located on any contiguous Lot(s). No windows, doors or other openings may be placed in the

wall built on or parallel to the Zero Setback Line except that walls on the Zero Setback Line may have openings if such wall faces onto a reserve or easement or street right-of-way. The side wall of the dwelling built abutting the Zero Setback Line shall be constructed using permanent low maintenance material as approved by the ARC. The Patio Home shall be constructed a minimum of five (5) feet from the rear Lot line, excluding patios, patio covers, trellises and like improvements. During original construction, the Architectural Review Committee, or its assignee, at its sole discretion, is hereby permitted to approve deviations in the location of improvements upon the Lot, subject to setbacks shown on the recorded plat and previous recorded instruments.

Section 5. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the Property except one sign for each Lot of not more than twenty-four (24) inches by thirty-four (34) inches for the purpose of advertising the Patio Home located thereon for sale or rent; provided, however, that Declarant, its agents and assigns, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision, and sale of Lots within the Property. Declarant shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of this Section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 6. Temporary Structures and Out Buildings. No structure of a temporary character, trailer, tent, shack, detached garage, barn, or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time, either temporarily or permanently, except that temporary structures located within the building lines may be used as building offices, sales offices, and for other related purposes during the construction and sales period. Outbuildings or structures, whether temporary or permanent, used for accessory storage or other purposes must be approved by the Architectural Review Committee or its assignee.

Section 7. Animal Husbandry. Dogs, cats, and other usual and ordinary household pets may be kept in any Patio Home, not to exceed a total of two (2) pets, provided they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on a Lot which result in an annoyance or are obnoxious to residents of the Property. No animal shall be permitted outside the confines of a Patio Home or fenced area of a Lot unless on a leash.

Section 8. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, recreational vehicles, motorcycles, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging shall be parked or stored permanently or semi-permanently on or beside any driveway or on or beside any adjoining street, guest parking space, or Common Areas within the Property. For the purposes of these restrictions, the words "semi-permanent" shall be defined as remaining in the same location without movement for twenty-four (24) or more consecutive hours.

Section 9. Walls, Fences and Hedges. All Lots shall be fenced in accordance with specifications therefor established by the Architectural Review Committee. No wall, fence, planter or hedge shall be erected or maintained nearer to the front Lot line than the front building setback line. No rear fence, wall or hedge and no side fence, wall or hedge shall be more than ten (10) feet high. The Architectural Review Committee, or its assignee, at its sole discretion is hereby permitted to grant deviations in height, location and construction materials related to fences and walls which in its judgement will result in a more beneficial use. Any wall, fence or hedge erected as protective screening on a Lot by Declarant, its agents or assigns, shall pass ownership with title to the Lot and it shall be the Owner's responsibility to thereafter maintain said protective screening.

Section 10. Visual Screening. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersections of streets or adjacent to the Common Areas, greenbelts, or other facilities where the rear or side 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 as herein otherwise provided, so as to conceal them from view of neighboring Lots, the Common Areas and greenbelts.

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

Section 11. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupants of all Lots shall keep all weeds and grass thereon cut 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, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by Declarant, and then only if permitted by law. 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 assignee, may without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, 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 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 property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Owner, a vendor's lien is herein and hereby retained against the above described Lot in favor of Declarant or its assignee but inferior to a purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 12. Antennae. No electronic antennae 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 Lots, Patio Homes or buildings constructed within the Property. Television antennae may be attached to the Patio Home; however, the antennae's location shall be restricted to the rear of the Patio Home or to the rear of the roof ridge line, gable or center line thereof so as to be hidden from sight when viewed from the fronting street. No antennae shall be erected as a free-standing structure.

Section 13. Removal of Dirt and Trees. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary to the landscaping of or construction on such Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and shall be done only after obtaining the written approval of the Architectural Review Committee, such approval to be given in the sole discretion of said Committee, or its assignee.

Section 14. Roofing Material. The roof of any Patio Home shall be constructed or covered with either Number One Perfection wood shingles or asphalt or composition type shingles having a minimum weight classification of three hundred twenty (320) pounds per square or equivalent, comparable in color and texture to weathered wood shingles, the decision regarding type of roofing material to be used resting with the Architectural Review Committee, or its assignee.

Section 15. Drainage. All drainage of water from any Lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water shall drain or flow into adjacent streets and shall not be allowed to drain or flow upon adjoining Lots, greenbelts or the Common Areas unless an easement for such purpose is granted in the deed of conveyance for said Lot.

(b) All slopes or terraces on any Lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining Lots, greenbelts or the Common Areas.

(c) No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any Lot by any Owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

Section 16. Roof Projections. No projections of any type shall be placed or permitted to remain above the roof of any Patio Home with the exception of one or more chimneys and one or more vent stacks and antennae as set forth in Section 12 hereof. Other projections, such as solar collector panels may be installed if approved in writing by the Architectural Review Committee or its assignee.

Section 17. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any Patio Home.

Section 18. Refuse Collection. There shall be no curbside refuse collection within the Property and no garbage cans and other receptacles for the retention of garbage, trash and other refuse shall be placed nearer than twenty (20) feet from the front Lot line.

Section 19. Landscape Maintenance. All landscaping of every kind and character on any Lot including shrubs, trees, grass, and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition and in a manner to enhance its appearance.

Section 20. Right of Inspection. During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect a Lot or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

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 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 an injunction,

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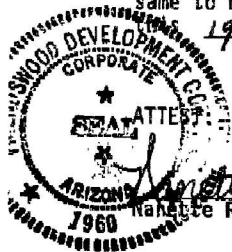
either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any building site or by Friendswood or its successors or assigns, or by the Association collecting and administering the Community Services Charge.

3. Invalidation of one or more of these covenants, by judgement 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 has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be done and attested by the signature of its duly authorized officers

19th day of May, 1989.



Janette R. Peavey
Janette R. Peavey, Ast. Secretary

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

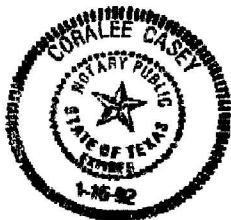
By Pope B. Shealy
Pope B. Shealy, Vice President

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[Handwritten initials]

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 19th day of May, 1989, by POPE B. SHEALY, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation, which corporation also acted as attorney-in-fact on behalf of KING RANCH, INC., a Texas corporation.



Coralee Casey
Notary Public, State of Texas
My Commission Expires _____

AFTER RECORDING RETURN TO
G.B. MITCHELL, JR.
FRIENDSWOOD DEVELOPMENT COMPANY
TWO KINGWOOD PLACE, SUITE 110
700 ROCKHEAD DRIVE
KINGWOOD, TEXAS 77339