

E220384

KINGWOOD LAKES, SECTION TWO,  
DEED RESTRICTIONS

*Kwlv-File 1*

1-74 259080 E 220384 - A PB 85

STATE OF TEXAS }  
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

107-16-1398

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 43.5218 acres out of the P. Whitty Survey, A-1458, and John W. Asbury, A-91, Harris County, Texas, which Friendswood platted into a subdivision known as Kingwood Lakes, Section Two, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 218, Page 96, 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 to the lots in said subdivision:

Part I

*850*

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. In no instance shall any lot be divided and sold as more than one building site by any owner other than Friendswood. 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 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 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, the applicable Minimum Construction Standards adopted and promulgated from time to time by Friendswood for said subdivision, 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 to topography and finish grade elevation, including a plan for adequate drainage of the building site. The approval of Friendswood shall be only for the purposes stated above and shall not indicate Friendswood's approval for any other purpose. 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. living area of the main residential structure, exclusive of porch, garage, and servants' quarters shall be not less than 2500 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. No more than one dwelling shall be built on any one lot or building site.

107-16-1399

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. No building shall be located on any building site nearer than ten (10) feet to an interior lot line, except that a garage or other permitted accessory building located seventy-five (75) feet or more from the front lot line may be minimum distance of seven (7) feet from an interior lot line, and in no case shall encroach upon any access easement, drainage easement or utility easement of record or 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. 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.

The foregoing notwithstanding, building sites in Blocks 4 and 5 of Kingwood Lakes Village, Section Two, being of somewhat different topography than the remaining sites in Section Two, may require variations in setbacks and/or orientation. Each set of plans submitted for these sites in Blocks 4 and 5 shall be considered as an individual case by Friendswood or its assignee but in no instance shall a building be located nearer than seven (7) feet to an interior lot line or any nearer to the rear lot line than fifteen (15) feet and no garage located nearer than thirty-five (35) 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; all entry onto building sites adjoining Kingwood Drive shall be from other public streets as shown on the plat of Kingwood Lakes, Section Two. No garage shall be constructed to face and open at less than a ninety (90) degree angle to Kingwood Drive.

Friendswood or its assignee, at its sole discretion, is hereby permitted to approve deviations in building setback lines as hereinabove set out and building area and location in instances where, in their judgments, such deviation will result in a more common beneficial use. Such approvals must be granted in writing and, when given, will become a part of these restrictions.

6. Easements for installation and maintenance of utilities and for drainage, are reserved as shown and provided for on the recorded plat, and no structure shall be erected on any of said easements. Neither Friendswood 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 conveyed by said easements.

Utility companies furnishing underground electric, gas and telephone service to all building sites, 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 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 building site. 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 building site 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 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.

107-16-1400

Easements 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 easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Friendswood 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 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 easements.

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 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.

7. 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.

8. 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.

Any building or structure, other than the main residence, servants' quarters, and garage, 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 may be used as building offices and for other related purposes during the construction period provided prior approval has been granted by Friendswood or its assignee in accordance with Paragraph (3), Part I, hereof and such structures shall be removed upon completion of construction on the applicable lot.

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 or greenbelts. Storage of such vehicles or items must be screened from public view.

9. No animals, livestock or poultry of any kind shall be raised 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 any annoyance or are obnoxious to residents in the vicinity.

107-16-1401

10. 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. All plans for a fence to be constructed shall be submitted to Friendswood for prior written approval.

Notwithstanding the above, fencing along the southerly lot lines of all lots in Blocks 4 and 5 of Kingwood Lakes Section Two shall be limited in height to four (4) feet unless deviations in height are approved in writing by Friendswood or its assignee and, when given, will become a part of these restrictions.

11. 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 lines and a line connecting them at points twenty-five (25) feet from the junction of the street lines (or extension thereof) shall be placed or planted on corner building sites.

12. 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.

13. All building sites shall be kept at all times in a sanitary healthful 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, 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 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 non-payment 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 a 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.

11. No sign, advertisement, or other sign 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 removal.

107-16-1402

15. 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.

16. 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.

*W. J. C. A.*  
17. Reference is hereby made to the Community Services Charge applicable to Kingwood Lakes (of which the 43.5218 acres described as Kingwood Lakes Section Two is a part) created by that certain instrument executed by Friendswood, dated July 28, 1974 and recorded under File No. E218477, Film Code No. 107-14-0709, of the Official Public Records of Real Property of Harris County, Texas, and the provisions of such instrument creating said Community Services Charge is 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 may be enforced against the owners of such building site in the same manner as the restrictions and covenants herein contained.

18. 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 Kingwood Lakes Community Association, Inc., as long as that Association is collecting and administering the Community Services Charge for Kingwood Lakes Village. 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.

#### 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.

107-16-1403

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, 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 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.

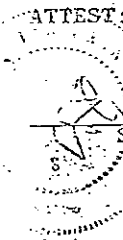
4. It is specifically provided that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith upon any building site or any 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.

5. CULLEN CENTER BANK AND TRUST, a state banking association, as lienholder of the hereinabove described land, has hereunto caused its name to be signed and its seal to be affixed, and the same to be done and attested by the signatures of its duly authorized officers for the purpose of consenting to, ratifying, confirming and adopting these Conditions, Covenants and Restrictions and for the purpose of subordinating its lien to the same.

IN WITNESS WHEREOF, Friendswood Development Company and King Ranch, Inc. have executed this instrument this 2nd day of July, 1974.

ATTEST:  


Secretary

ATTEST:  


Secretary

FRIENDSWOOD DEVELOPMENT COMPANY, 301  
Acting for Itself and for  
KING RANCH, INC.

O K ch  
FORM  
O K ch  
TRANS  
O K ch  
CONT.

By: J. L. Ford  
Vice President

CULLEN CENTER BANK AND TRUST

By: [Signature]  
Vice President

RECORDER'S MEMORANDUM:  
The changes made on this instrument  
were present at the time instrument  
was filed and recorded.

STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, 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 and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY and in the capacity therein stated. 107-16-14

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 1974.



Shirley C. Drew  
Notary Public in and for  
Harris County, Texas

SHIRLEY C. DREW  
Notary Public in and for Harris County, Texas  
My Commission Expires \_\_\_\_\_

STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ Vice President, and \_\_\_\_\_ Assistant Cashier, of CULLEN CENTE BANK AND TRUST, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they execute the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 1974.



Lillian Hawkins  
Notary Public in and for  
Harris County, Texas

LILLIAN HAWKINS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975

107-16-1406

FILED  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

AUG 1 2 44 PM 1974

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 on

AUG 1 1974



*Peter Santagata*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



E275917

111-03-0088

AMENDMENT TO DEED RESTRICTIONS  
KINGWOOD LAKES VILLAGE  
SECTION TWO

STATE OF TEXAS     I  
                          I     KNOW ALL MEN BY THESE PRESENTS: THAT  
COUNTY OF HARRIS   I

WHEREAS, under date of July 26, 1974, FRIENDSWOOD DEVELOPMENT COMPANY, a corporation of Harris County, Texas, and KING RANCH, INC., a corporation of Kleberg County, Texas, executed that certain instrument of writing entitled "Kingwood Lakes, Section Two, Deed Restrictions", applicable to Kingwood Lakes Village, Section Two, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 218, Page 96 in the Map Records of Harris County, Texas, said instrument recorded under File No. E220384, Film Code No. 107-16-1398, in the Official Public Records of Real Property of Harris County, Texas, and is here referred to for all purposes; and

WHEREAS, the recording data shown for the Community Services Charge Instrument in Part I, Article 17, Page 5 of said Restrictions as being "File No. E218477, Film Code No. 107-14-0709" is erroneous; and

WHEREAS, it is the desire of FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC., to amend said Deed Restrictions by deleting said erroneous recording data and substituting therefor the correct recording data as being "File No. E269484, Film Code No. 110-15-0987".

NOW THEREFORE, in consideration of the premises herein contained, FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC.,

111-03-0089

hereby declare said instrument entitled Kingwood Lakes Village,  
Section Two, Deed Restrictions amended as stated above.

EXECUTED this 7th day of October, 1974.

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

ATTEST:

  
B. B. Pierce  
Assistant Secretary

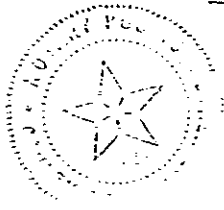
By J. C. Byrd  
Vice President

D.K. WV  
FORG. WV  
D.K. WV  
TRANS. WV  
O.K. WV  
CONT. WV

STATE OF TEXAS    I  
                              I  
COUNTY OF HARRIS    I

BEFORE ME, the undersigned authority, on this day personally appeared J. C. BYRD, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of October, 1974.



Shirley C. Drew  
Notary Public in and for  
Harris County, Texas

SHIRLEY C. DREW  
Notary Public in and for Harris County, Texas  
My Commission Expires 6-1-75

RETURN TO:  
HUBERT SMITH  
FRIENDSWOOD DEVELOPMENT CO.  
P. O. DRAWER 809  
HUMBLE, TEXAS 77338

111-03-0090

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
the 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 on

OCT 8 1974



*Robert L. ...*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
*Robert L. ...*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

OCT 8 3 11 PM 1974