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DECLARATION

FOR

KINGWOOD LAKES VILLAGE V

(A RESIDENTIAL SUBDIVISION)

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

THIS DECLARATION (herein called the "Declaration"), made on this the 13 day of April, 1978, by FRIENDSWOOD DEVELOPMENT COMPANY, a corporation of Harris County, Texas and KING RANCH, INC., a corporation of Kleberg County, Texas, hereinafter jointly called and referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of that certain 11.8075 acres of land (the surface estate of which is hereinafter called and referred to as the "property") situated within the J. W. Asbury Survey, Abstract No. 91, Harris County, Texas; and

WHEREAS, Declarant has caused the property to be subdivided and platted as a subdivision known as KINGWOOD LAKES VILLAGE, SECTION FIVE (hereinafter called Kingwood Lakes Village V), according to the map or plat thereof recorded in Volume 241, Page 65 of the Map Records of Harris County, Texas, reference to which map or plat and said record thereof being here made for all purposes; and

WHEREAS, it is the intent of Declarant by this Declaration to provide and adopt a general and uniform plan or scheme of covenants, easements, restrictions and conditions designed to govern and control the development, improvement, sale, use and enjoyment of the property as a residential subdivision and to enhance and protect the value, desirability and attractiveness of the subdivision for residential purposes;

NOW, THEREFORE, Declarant hereby declares that the property (that is the surface estate only of the above-described parcel of land) comprising the subdivision known as KINGWOOD LAKES VILLAGE V shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following plan of development, easements, restrictions, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon said property and subdivision and shall run with the property and be binding on all parties now or at any time hereafter having or claiming any right, title or interest in the described property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner thereof or any part thereof, to-wit:

ARTICLE IDEFINITIONS

Section 1. The "property" shall mean and refer to the surface estate only of that certain 11.8075 acre tract of land hereinabove described which has been subdivided and platted into and comprises the subdivision known as KINGWOOD LAKES VILLAGE V, according to the map or plat thereof recorded as stated above, unless the context in which it is used shall be in reference to other property, and the same does not include any minerals as in all sales and/or conveyances hereafter made the Declarant will except and reserve unto itself and its predecessors in title, as their interests may appear of record, all minerals as hereinafter more particularly stated and provided for.

Section 2. "Subdivision" shall mean and refer to KINGWOOD LAKES VILLAGE V according to the above-mentioned record thereof, and the property encompassed by its boundaries, excepting and excluding all minerals.

Section 3. "Map" or "plat" shall mean and refer to the map or plat of KINGWOOD LAKES VILLAGE V, recorded as above stated, unless the context in which either is used shall be in reference to a different map or plat.

Section 4. "Lot" shall mean and refer to each parcel of land intended as and constituting the building site for one (1) residence house for individual use and ownership and includes both the parcel of land (lot), and the residence house and improvements constructed or to be constructed thereon, excepting and excluding all minerals.

Section 5. "Easement" shall mean and refer to the various utility or other easements of record, those shown on the map or plat of the subdivision and such other easements as are created or referred to in this Declaration.

Section 6. "Common Area" shall mean and refer to GREENBELT RESERVE "C" which is shown and designated on the map or plat of the subdivision, title to which common area shall be held by the Association subject to the provisions of this Declaration, excepting and excluding all minerals.

Section 7. "Association" shall mean and refer to KINGWOOD LAKES VILLAGE V HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit corporation.

Section 8. "Homeowner" or "Owner" shall mean and refer to the legal owner, whether one or more persons or entities, of any lot, including contract sellers and any person or entity holding legal title as Trustee, but excluding those having such interest merely as security for the performance of an obligation, and further excluding the Declarant and builders except as hereinafter provided.

ARTICLE IITHE SUBDIVISION CONCEPT AND LAYOUT

The subdivision has been laid out, as depicted by said plat thereof, so that it consists of forty-eight (48) locations for buildings upon which residence houses for individual use and ownership may be constructed, and the common area of the subdivision which is for the common use and enjoyment of the Homeowners for the purposes intended. The location of lot lines shown on the recorded plat of Kingwood Lakes Village Section V may be adjusted to accommodate the configuration of homes to be constructed thereon, however, in no case shall the resulting number of lots be less than forty-four

nor more than forty-eight (48). The adjustment of lot lines shall be subject to approval by Declarant prior to home construction. Declarant hereby excludes that certain 0.105 acres of land out of lots 3, 4 and 5 described in Exhibit "A" hereto from homebuilding use and has conveyed the surface estate to said 0.105 acres to the Kingwood Lakes Village Community Association, Inc. for its use as a Greenbelt Reserve. Greenbelt Reserves "A" and "B" have also been conveyed by Declarant to Kingwood Lakes Village Community Association, Inc. The common area consists of all property set out and defined in Article I, Section 6 hereof. Title to the common area shall be held by the Association for the convenience, use and benefit of the Homeowners.

ARTICLE III

THE LOCATIONS FOR BUILDINGS

Section 1. The locations for buildings save and except the 0.105 acres hereinabove referred to, are to be used only for the construction of single-family detached residence houses thereon for separate and individual use and ownership. These locations are designated on the recorded plat of the subdivision. As set forth in Article II above, lot lines shown on the recorded plat may be adjusted to reconfigure lot dimensions, however, not more than forty-eight (48) nor less than forty-four (44) single-family detached houses shall be constructed within Kingwood Lakes Village Section V.

Section 2. The Individual Lots, Descriptions, Etc.

Each parcel of land improved or to be improved with a residence house is referred to in this Declaration as a "Lot". In cases where lot lines are adjusted and vary from lot lines shown on the recorded plat, all contracts, deeds, conveyances, mortgages, deeds of trust, releases and other legal instruments shall contain a metes and bounds description with reference to the recorded plat. For example, a reconfigured Lot may be described substantially as follows:

"A tract or parcel of land containing _____ square feet, more or less, and being a part of Lot eight (8) of Kingwood Lakes Village, Section Five, a subdivision in the J. W. Asbury Survey, Abstract No. 91, Harris County, Texas, according to the map or plat thereof recorded in Volume 241, Page 65 of the Map Records of Harris County, Texas, said _____ square feet being more particularly described by metes and bounds as follows, to-wit:

(Here follow with metes and bounds description.)

ARTICLE IV

COMMON AREA

Section 1. Description. The common area of the subdivision, as aforesaid, includes and consists of all the property within GREENBELT RESERVE "C". Located in the common area are easements for utilities including but not limited to water lines, storm sewers, sanitary sewers, drainage facilities, telephone lines, electric lines and gas lines, recreational areas, green areas and other open areas. All other property as the Association may at any time acquire by purchase or otherwise shall also be part of the common area. The Association shall hold legal title to the common area subject to the provisions of this Declaration, including the rights and easements of use and enjoyment for the benefit of the Homeowners and all other easements mentioned or provided for in this Declaration.

Section 2. Property Rights of Homeowners. Each and every Homeowner shall have and is hereby expressly granted a perpetual and non-exclusive right and easement of use and enjoyment for the purposes intended in and to the common area which shall be appurtenant to and pass with the title to every Lot subject to the following provisions:

(a) the right of the Association to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the common area or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Homeowner. These rules and regulations may include provisions to govern and control the use of the common area by guests or invitees of the Homeowners, including without limitation, the number of guests or invitees who may use the common area or any part thereof at the same time;

(b) the right of the Association to grant or dedicate easements in, on, under or above the common area or any part thereof to any public or governmental agency or authority or to any utility company for any service to the property or subdivision or any part thereof;

(c) the right of the Association to suspend the voting rights of a Homeowner and his right to use any recreational area or recreational facility of the common area during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have in the Declaration or in its By-Laws or at law or in equity on account of any such default or infraction;

(d) no Homeowner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the common area or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the common area in violation of the provisions of this section and to recover the cost of such removal from the Homeowner responsible.

Section 3. Delegation of Use. Any Homeowner may delegate his right of use and enjoyment of the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. The term "Homeowner" as used in this Declaration is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees and assigns of any Homeowner, and all other persons, firms or corporations acquiring or succeeding to the title of the Homeowner by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

ARTICLE V

ARCHITECTURAL CONTROL

Kingwood Lakes Village V is part of a greater community development commonly known as "Kingwood Lakes Village". The overall plan for the development of the various areas or sections which make up and are collectively commonly known as "Kingwood Lakes Village" contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole while at the same time permitting compatible distinctiveness of the individual developments within the greater area.

For this purpose the Declarant hereby reserves and retains the right of architectural control to itself or its assignee hereinafter provided for.

It is accordingly covenanted and agreed that all original construction, development and changes in design and exterior color after original construction in Kingwood Lakes Village Section V shall be subject to the approval of the Declarant or its assignee, and that no building, structure or other improvements, including but not limited to residence houses, exterior painting, and facilities of the common area, shall be commenced, done, constructed or placed on any of the property within the subdivision, and no changes shall be made to any building or improvements hereafter constructed or placed thereon, unless and until the plans and specifications therefor (including site landscaping and grading plans, and plans for off-street parking of vehicles and utility layout) have been first submitted to and approved in writing by the Declarant or its assignee, as to compliance with these restrictions, the applicable Minimum Construction Standards adopted and promulgated from time to time by Declarant for this subdivision and as to quality of materials, harmony of exterior design and colors with existing structures, and location with respect to Lot lines and topography and finished ground elevation, such approval being only for such purposes and shall not indicate Declarant's approval for any other purpose. Any and all plans and specifications which have not been expressly disapproved within thirty (30) days after date of submission shall for all purposes be deemed to have been approved.

Declarant or its assignee, at its sole discretion, is hereby permitted to approve deviations in building setback lines and Lot 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.

The Declarant hereby retains and reserves the right to assign its rights to approve or disapprove plans and specifications, locations of structures, construction contracts and all other necessary documents or approvals required to be submitted to it to an Architectural Control Committee, appointed by the Directors of KINGWOOD LAKES COMMUNITY ASSOCIATION, INC., or their assigns as long as that Association is collecting and administering the annual services charge for Kingwood Lakes Village. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing, executed and acknowledged by the proper officers of Declarant and placed of record in the appropriate records of the County Clerk of Harris County, Texas.

ARTICLE VI

BUILDING AND USE RESTRICTIONS

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed or reconstructed on any Lots of this subdivision other than single-family detached residence houses which shall not exceed three (3) stories in height. Each residence house shall have an attached garage on the Lot for at least two (2) cars. The living area of the main residential structure, exclusive of porches, garage and servant's quarters shall be not less than 1,800 square feet.

Section 2. Building Setback Lines and Privacy Walls. No building shall be located on any Lot nearer than ten feet (10') to the front Lot line. Each residence house shall be

designed and constructed in such a manner as to have not less than fifty percent (50%) of one wall of the house, including the garage, located adjacent and abutting a side lot line or should less than fifty percent (50%) of one wall of the house abut a side lot line then the house shall be set back a minimum of ten (10) feet from the side lot line. Any wall located adjacent and abutting a side lot line shall be a privacy wall of masonry or wood without windows, doors or openings.

Section 3. Finished Slab Elevation. The finished slab elevation of each residence house shall be at or above fifty-six feet, (56') above mean sea level, based on United States Coast & Geodetic Survey (1964 Datum). Architectural drawings or renderings showing the relationship of slab elevation to natural ground, together with a plot plan of the building site shall be submitted to the Declarant or its assignee for written approval prior to commencement of construction.

Section 4. Materials. Materials shall be of good and sufficient quality and consistent with standards generally accepted by the residential construction industry for the construction of better homes in this area. Before commencement of construction, the exterior finish materials shall be approved in writing by Declarant or its assignee for compatibility with other residence houses constructed or to be constructed in the subdivision.

Section 5. Residential Use. Each Lot (including land and improvements) of this subdivision shall be used and occupied for single-family residence purposes only. No Homeowner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied for any purpose other than as a private single-family residence for the Homeowner or his tenant and their families. No Lot shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with the use thereof as a residence, whether for profit or not.

Section 6. Temporary and Other Structures. No structure of a temporary character, trailer, mobile home, modular home, tent, shack, barn or any other structure or building, other than the residence house to be built thereon, shall be placed on any Lot either temporarily or permanently, and no residence shall be moved upon any Lot from another location; except, however, that during the construction and sales period of the residence houses, a builder may, upon obtaining permission of and on such conditions specified by the Declarant or its assignee, erect and maintain such temporary structures on any tract or Lot as is customary in connection with the construction and sale of residence houses, including, without limitation, a temporary office building, storage area, signs and sales office. A builder or Declarant shall also have the temporary right to use a residence house as a temporary office or model home during the period of and in connection with the construction and sales operations in this subdivision, but in no event for more than a period of one (1) year from the date of substantial completion of the last residence house in this subdivision.

Section 7. Private Driveways. At the time a residence house is constructed, the builder shall also construct a driveway of sufficient dimension to accommodate at least two (2) cars to serve such residence house. The driveway shall extend from the dwelling to the public street. Such driveway shall be repaired and maintained at the sole cost and expense of the Owner of the residence house to which such driveway is appurtenant.

Section 8. Antennas. Outside TV-FM antennas shall be allowed; however, no antenna shall be erected as a free-standing structure. All antennas must be attached to the house and be erected so as to minimize their view from the

street side of the house. Homeowners may apply for approval of other aerial devices by submitting a plan showing the location and type of materials to the Declarant or its assignee.

Section 9. Fences. All fences must be approved by the Declarant or its assignee prior to installation. Chain link fences are specifically prohibited.

Section 10. Particular Landscaping. At the time all residence houses are constructed, the Declarant, at no cost or expense to the Association, shall landscape the open area within the adjacent public (cul-de-sac) street. This landscaping shall conform to the overall landscape scheme for Kingwood Lakes Village V and upon completion of such landscaping, it shall thereafter be cared for and maintained as a common expense by the Association.

Section 11. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Homeowners. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of the common area.

Section 12. Signs. No sign, advertisement, billboard or advertising structure of any kind, except for village identification signs, shall be displayed to the public view on any portion of the properties or on any Lot except 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 Declarant, its successors or assigns, to advertise the property during the construction and sales period. Declarant or its assignee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said Lots, 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 13. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on any portion of the common area, except that dogs, cats or other common household pets may be kept, but they shall not be bred or kept for commercial purposes.

Section 14. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the common area is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 15. Garbage and Refuse Disposal. All Lots and the common area shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the common area shall be used or maintained as a dumping ground for garbage, trash, rubbish or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers which shall be maintained in a clean and sanitary condition and screened from public view. There is hereby reserved in favor of the KINGWOOD LAKES COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, the right to negotiate contracts for garbage and refuse removal (which services shall be billed directly to each Homeowner separate from and in addition to the services charge and annual maintenance charge herein provided for). No garbage, trash, rubbish, debris or other waste matter of any kind shall be burned on any Lot.

Section 16. Parking Areas. Any portion of the common area that may be designated for parking of vehicles is for the temporary use of Homeowners and their guest, visitors

and invitees. No boat, trailer, camper, recreational vehicles, motor home, mobile home, or inoperative vehicles of any kind shall be parked or stored permanently or semipermanently on any public street, right-of-way or on and/or beside driveways. Permanent or semipermanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence.

Section 17. Use of Common Area. The common area is for the common use, benefit and enjoyment of the Homeowners, subject to the various utility easements affecting the same and to such reasonable rules and regulations as may be promulgated by, and the rights herein granted to, the Association. There shall be no obstruction of any part of the common area which is intended to remain unobstructed for the reasonable use and enjoyment thereof, nor shall anything be done or kept on the common area which would increase the rates or result in the cancellation of any insurance relating to the common area or any part thereof. No Homeowner shall appropriate any part of the common area to his exclusive use, nor shall any Homeowner do anything which would violate the easements, rights and privileges of any Homeowner in regard to any portion of the common area which is intended for the common use and benefit of all Homeowners. Each Homeowner shall faithfully observe and comply with all reasonable rules and regulations promulgated by the Association regarding the common area and shall be deemed to acknowledge and agree that all rules and regulations promulgated by the Association in respect to the common area are for the mutual and common benefit of all Homeowners and necessary for their protection.

Section 18. Storage. Garbage cans or containers, recreational equipment, boxes, cartons, tools, and like equipment may be stored in garages, provided that the same are screened from public view in a manner acceptable to the Association and the Declarant, or its assignee, in the exercise of its rights of Architectural Control.

ARTICLE VII

EASEMENTS

Section 1. Public Streets. All Lots Within the subdivision shall abut and have access to a public street. Public street rights-of-way are shown on the recorded plat of Kingwood Lakes Village V.

Section 2. Utilities, Etc. In addition to all easements mentioned or created in this Declaration, easements shall exist as follows:

(a) Utilities. Easements for installation and maintenance of utilities are reserved and dedicated as shown and provided for on the recorded plat of the subdivision and/or in the general warranty deed conveying a Lot or Lots from Declarant to a subsequent purchaser or by other recorded instruments. The Association shall have the right, power and authority to grant or dedicate other easements as it may deem proper in, over, under or above the common area or any part thereof.

(b) Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the common area, including but not limited to GREENBELT RESERVE "C", in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the common area to render any service.

Section 3. Surface Areas. The surface of easement areas for underground utility services may be paved for private streets and/or driveways and may be used for planting of shrubbery, trees, lawns, or flowers. However, it is expressly agreed that neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Homeowner or to the Association for any damage done by them or either of them or their agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

Section 4. Wall Maintenance Easements. All Lots within the subdivision shall be conveyed subject to a three foot (3') wide easement adjacent to one (1) side Lot line of each Lot, which easement shall be for the benefit of the adjacent Lot, and the right to create, grant and reserve such easements is hereby reserved by Declarant for itself and its successors in interest. Said easements, the uses and purposes of which are set out below shall be granted or reserved by reference to this Section. The following rules prescribe the terms, conditions and uses of such easements, both by the owner of the easement (the dominant tenement) and the owner of the land under the easement (the servient tenement).

(a) The owner of the dominant tenement (the Lot which is benefited by the easement), except as otherwise provided in this Section, shall have the exclusive use of the surface of the easement area for the sole and only purposes of the maintenance, painting, repairing and rebuilding of the side privacy wall, fence or eave which are situated adjacent and abutting the easement area.

(b) The owner of the land under the easement (the servient tenement), shall have the right at all reasonable times to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.

(c) The owner of the servient tenement shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of the servient tenement and the dominant tenement shall not use the easement area in such a manner as will interfere with such drainage.

(d) The owner of the easement (the dominant tenement) shall not attach any object to the side of the privacy wall, fence or eave facing onto the easement area.

ARTICLE VIII

UTILITIES

Section 1. Electric Service. An underground electric distribution system will be installed in Kingwood Lakes Village V, which underground service area shall embrace all Lots in the subdivision. The Owner of each Lot in the subdivision 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. 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 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 as long as underground service is maintained in the subdivision, the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single-phase 120/240 volt, three(3)-wire, sixty (60)-cycle alternating current.

Section 2. Water Service. Water service to the subdivision shall be provided by Harris County Utility District No. 2, by way of water mains to be owned, operated, maintained and repaired by the District, and to the individual Lots by way of distribution lines to be owned, operated, maintained and repaired by the Homeowner between the point of connection to the water mains and the areas where the pipe is situated on each Lot.

Section 3. Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot by means of sanitary sewer mains within the subdivision to be owned, operated, maintained and repaired by the Harris County Utility District No. 2. It shall be the responsibility of each Homeowner to own, maintain and repair the portion of the sanitary sewer line which is situated on his Lot from the point of connection with District owned mains.

Section 4. Natural Gas Service. Natural gas service shall be provided to each Lot by a natural gas company through gas lines in utility easements to be owned, operated, maintained and repaired by such company. The Association shall have the power and authority to grant such other easements in, under, upon and over the common area as the gas company may require to furnish gas service. The Association shall have no responsibility for maintenance of any gas lines.

Section 5. Telephone Service. Telephone service shall be available to each Lot by way of underground cables which shall be installed, owned and maintained by the telephone company. The Association shall be authorized and empowered to grant such specific easements in, under, on or above the common area as the telephone company may require to furnish such service.

Section 6. Storm Sewers. Storm sewers in the common area for the drainage of surface waters shall be owned, operated, maintained and repaired by Harris County Utility District No. 2.

Section 7. Audio and Video. In the event that audio and video communication services and utilities are made available to any said Lots 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 easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

ARTICLE IX

UTILITY BILLS, TAXES AND INSURANCE

Section 1. Obligation of the Owners.

(a) Each Homeowner shall have his separate electric, gas and water meter and shall directly pay at his own cost

and expense for all electricity, gas, water, sanitary sewer service, telephone service and other utilities used or consumed by him on his Lot.

(b) Each Homeowner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

(c) Each Homeowner shall be responsible at his own cost and expense for his own property insurance on the building and contents of his own residence, and his additions and improvements thereto, including decorations, furnishings and personal property therein; and also for his personal liability not covered by liability insurance for all Homeowners which may be obtained by the Association as part of the common expense in connection with the common area.

Section 2. Obligation of the Association.

(a) The Association shall pay as a common expense of all Homeowners, for all water, gas, electricity and other utilities used, if any, in connection with the enjoyment and operation of the common area or any part thereof.

(b) The Association shall render for taxation and, as part of the common expenses of all Homeowners, shall pay all taxes levied or assessed against or upon the common area and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect as a common expense of all Homeowners, a blanket property insurance policy or policies to insure the structures and facilities in the common area and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such limits as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Homeowner (if coverage for Homeowners is available) from and against liability in connection with the common area.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all Homeowners and shall be a part of the maintenance assessment.

ARTICLE X

MAINTENANCE AND REPAIRS

Section 1. By the Homeowners. It shall be the duty, responsibility and obligation of each Homeowner at his own cost and expense to care for, maintain and repair the exterior and interior of his residence house and improvements on his Lot and the fixtures, appliances, equipment and other appurtenances thereto, and also the private driveway appurtenant to his residence house. The Association shall have no duty or obligation to any Homeowner in this regard.

Section 2. By the Association. The Association, as a common expense of all Homeowners, shall perpetually care

for, maintain and keep in good repair the common area and all parts thereof, including but not limited to GREENBELT RESERVE "C" and landscaping within cul-de-sac islands located in public streets within Kingwood Lakes Village V, and other improvements and facilities owned by the Association, except that it shall be the obligation of each Homeowner, and not the obligation of the Association, to pay for the cost of, repair and maintenance of the private driveway which is appurtenant to his residence house.

ARTICLE XI

REGULAR, ANNUAL AND SPECIAL ASSESSMENTS

Section 1. The Maintenance Fund. All funds collected by the Association from the regular annual maintenance charges and from special assessments as provided for in this Article shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Homeowners for the following purposes, to-wit: To promote the health, safety, recreation and welfare of the residents in the subdivision; to pay the expenses for the common services rendered for the common benefit of the residents of the subdivision; to pay utilities or services furnished to the common area or any of the improvements thereon, or any part thereof; to pay the expenses for the perpetual care, maintenance and repair of the landscape areas within cul-de-sac islands; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the common area and the improvements thereon, or any part thereof; to pay for capital improvements to the common area; to pay the expenses of administration and management of the Association; to pay salaries of employees of the Association; to pay all taxes and other public dues or charges which the Association shall be required to pay; and to pay all other charges, costs or expenses lawfully incurred by the Association; all of which charges, costs, taxes and expenses to be incurred or paid by the Association are sometimes referred to in this Declaration as the "common expenses" or the "common expenses of the Homeowners". The Association may in its sole discretion give one or more of the aforesaid purposes preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Homeowners.

Section 2. Covenants for Assessments. Each and every Lot in this subdivision (excepting Lots owned by Declarant or builders which are covered in the following section) is hereby severally subjected to and impressed with the following charges and assessments which shall run with the land and shall be in the same and equal amounts for each Lot regardless of its size, value or cost, to-wit:

(a) A regular annual maintenance charge or assessment in the amount of Seventy-Two Dollars (\$72.00) per annum per Lot, subject to increase or decrease and payable as provided in Section 4, below; and

(b) Special assessments as provided for in Section 5, below.

Each owner of a Lot subject to assessment as above provided, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed is hereby conclusively deemed to covenant and agree as a covenant running with the land to pay to the Association, its successors or assigns, each

and all of the charges and assessments against his Lot as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of the Lot at the time payment of the assessment fell due, but no Homeowner shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No Homeowner or owner of a Lot shall be exempt or excused from paying any regular or special assessment by waiver of the use or enjoyment of the common area or any part thereof or by abandonment of his Lot or his interest therein.

Section 3. Lots Owned by Declarant or Builder. No Lot owned by Declarant or Builder shall ever be subject to any regular maintenance charge or special assessment while it is owned by Declarant or Builder. It shall be the duty of the Builder to notify the Association at the time a Lot is sold. The term "Builder" for the purposes of this Declaration is defined as any person, firm, corporation or other entity who is engaged in the business of building houses for sale or rental purposes, and not his or its personal use or occupancy.

Section 4. The Annual Maintenance Charge. The regular annual maintenance charge or assessment shall be due and payable to the Association annually, in advance, and without demand, on the first day of July of each calendar year; except that on the date of the purchase of his Lot (as evidenced by the date of his deed or his occupancy, whichever is earlier) each Homeowner shall pay to the Association a prorata part of the regular annual maintenance charge which shall be in proportion to the whole annual amount as the number of days remaining in the fiscal year (being from July 1 and ending on June 30) of purchase bears to 365 days.

From and after July 1 of the year immediately following the conveyance of the first Lot to a Homeowner, the maximum annual assessment shall be adjusted in conformance with the Consumer Price Index (CPI) for All Urban Consumers, published by the U. S. Department of Labor, Bureau of Labor Statistics, or such successor index as may be published by the U. S. Department of Labor. The maximum assessment for any year shall be the amount determined by (a) taking the dollar amount specified in Section 2 (a) above, (b) multiplying the amount by the published CPI number for the fourth month prior to the beginning of the subject year; and (c) dividing that resultant by the published CPI number for the month in which this Declaration was signed by the Declarant.

From and after July 1 of the year immediately following the conveyance of the first Lot to a Homeowner, the regular annual assessment amount specified above in Section 2 (a) and used in the above adjustment formula may be changed by a vote of the members of the Association, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 5. Special Assessments. The Board of Directors of the Association may from time to time, by the adoption of a resolution for such purpose, subject to ratification by the members of the Association as hereinafter provided, levy and impose a special assessment against each Lot which is subject to the annual maintenance charge, for a specific and in an equal amount for each such Lot, for the purpose of purchasing equipment or facilities for the common area and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon the common area, including fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective, it shall be ratified either (i) by the assent in writing of the members of the Association who in the aggregate then own at least seventy-five percent (75%) of the Lots in this subdivision which are then subject to assessment if no meeting of the membership is held for ratification, or (ii) by the assent of seventy-five percent (75%) of the votes of the members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum is present. The Owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided for in such resolution.

Section 6. Liens to Secure Assessments. The regular annual maintenance charges or assessments, and the special assessments, as hereinabove provided for, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all Homeowners, which such liens shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments, levied by the County and State governments or any political subdivision or special district thereof, and (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such charges or assessments become due and payable, and (c) all liens, including but not limited to vendor's liens, deeds of trust and other security instruments which secure any loan made by any lender to a purchaser for any part of the purchase price of any Lot when the same is purchased from a builder. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing charges or assessments which become due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the personal obligation of the Homeowner foreclosed be extinguished by any foreclosure.

Section 7. Effect of Nonpayment of Assessment. If any regular annual charge or assessment, or if any special assessment, is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the amount owing, as attorney's fees. The Association, as a common expense of all Homeowners, may institute and maintain an action at law or in equity against any defaulting Homeowner

to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 8. Collection and Enforcement. Each Homeowner, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments, regular or special and/or for the enforcement and foreclosure of the liens securing the same.

ARTICLE XII

COMMUNITY SERVICES CHARGE

The charges and assessments set out in this Article XII are, and shall be paid, in addition to the annual maintenance charge and special assessments provided for in the foregoing article.

The property comprising Kingwood Lakes Village V, being a part of the greater community development known as Kingwood Lakes Village, has been heretofore subjected to the "Community Services Charge" provided for in that certain instrument dated July 26, 1974, and that certain Amendment to Community Services Charge, Kingwood Lakes Village, dated October 7, 1974, recorded respectively under File No. E269484, Film Code No. 110-15-0987 and File No. E275916, Film Code No. 111-03-0084 in the Official Public Records of Real Property of Harris County, Texas, which instruments are fully incorporated herein and made a part hereof for all purposes by reference to said record thereof. This Community Services Charge, as more particularly recited in said instrument, was established in order to provide a common fund, known as the "Community Service Fund", to be applied toward the common good of the area and sections of Kingwood Lakes Village paying into such fund. The particular purposes for which this fund may be used are set out in the above-referenced instruments. In general, however, the fund is to be used to render constructive civic service, to promote the social welfare, and to promote and provide educational and recreational services and facilities to the residents and owners of property in Kingwood Lakes Village subject to the community services charge.

Accordingly, it is covenanted and agreed that each Lot in this subdivision in accordance with the terms of the aforesaid services charge instrument, is hereby subjected to said annual community services charge in the initial amount of One Hundred Ninety-Two Dollars (\$192.00) per year, subject to adjustment as provided for in the referenced instrument. This charge and assessment against each such Lot shall constitute and be secured by a lien thereon as provided for in the instrument aforesaid.

The Owner of each Lot subjected thereto shall pay the annual community services charge to KINGWOOD LAKES COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, annually in advance on the first day of July of each calendar year, except that from and after the date the builder conveys a Lot with a residence house thereon to a purchaser, the then purchaser or owner of such Lot shall pay that fractional part of the annual community service charge determined by multiplying the annual community service charge by a fraction, the numerator of which shall be the number of months between

the first day of the calendar month next following said conveyance and the next succeeding first day of July and the denominator of which shall be 12.

The Community Services Fund shall be administered by said KINGWOOD LAKES COMMUNITY ASSOCIATION, INC., in accordance with provisions of the said instrument dated July 26, 1974, and that certain Amendment to Community Services Charge, Kingwood Lakes Village, dated October 7, 1974, recorded respectively under File No. E269484, Film Code No. 110-15-0987 and File No. E275916, Film Code No. 111-03-0084 in the Official Public Records of Real Property of Harris County, Texas, which is incorporated herein by reference to the said record thereof, and in the event of any conflict between any portion of this article and any portion of said instrument, the latter shall govern and control.

ARTICLE XIII

THE ASSOCIATION

Section 1. Organization. The Declarant has caused the Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas, the name of which is KINGWOOD LAKES VILLAGE V HOMEOWNERS' ASSOCIATION, INC., herein referred to as the "Association".

Section 2. Purpose. The purpose of the Association shall in general be to provide for and promote the health, safety and welfare of the residents of the subdivision, to collect the annual maintenance charges and special assessments and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common area, and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration.

Section 3. Directors. The initial Directors of the Association shall be five (5) in number, and they shall be selected by Declarant. Each initial Director shall serve for an initial term of three (3) years and thereafter until his successor is duly elected and qualified. After the expiration of the term of the initial directors, the members of the Association shall elect a Board of Directors as provided for in the By-Laws. Any vacancy occurring in the Board of Directors during the initial three (3) year term shall be filled by the remaining directors though less than a quorum. The person appointed by the remaining directors to fill such vacancy shall serve for the remainder of the initial three (3) year term and until his successor is duly elected and qualified. The directors shall manage the affairs of the Association.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot in this subdivision which is subject to the annual maintenance charge or assessment as provided for in this Declaration, shall upon and by virtue of becoming such owner automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, as such membership is appurtenant to and automatically follows and passes with the legal ownership of a Lot. Membership

in the Association is expressly limited to the owners of Lots in this subdivision which are subject to the annual maintenance charge as above stated. No certificate of membership will be issued.

Section 5. Voting Rights. Each member of the Association shall have one vote for each Lot owned by him which is subject to the annual maintenance charge. In the event any such Lot is owned by two or more persons, the vote for such Lot shall be exercised by the agreeing owner or owners whose interest in the aggregate has the greater value. There shall be no fractional votes. The voting rights of a defaulting member may be suspended in accordance with the provisions of subparagraph (d) of Section 2 of Article IV above.

Section 6. Title to Common Area. The Association shall hold title to the common area of this subdivision for the benefit of the Homeowners. The Declarant shall convey the common area to the Association, free and clear of liens, but subject to the use, rights and easements of the Homeowners and all other easements and covenants of record and easements and covenants affecting the common area as set out in this Declaration or on said subdivision plat prior to the time that any Lot is conveyed to a Homeowner.

Section 7. Custodian. The Association shall be the custodian of and shall administer the Maintenance Fund for the common benefit of all Homeowners for the purposes above-mentioned. It is expressly agreed that the good faith judgment of the Association in the allocation and expenditure of such funds shall be binding and conclusive on all Homeowners. The purposes for which the Maintenance Fund may be used and expended as set forth in the Declaration are permissive, and the enumeration of specific purposes carries no obligation to so expend such funds or any part thereof, except to the extent that funds are actually available therefor. The Association in its good faith discretion may give one or more purposes priority over other purposes.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Duration. The rights, use easements and privileges of the Homeowners and all other easements in or to the common area and all other terms, covenants, conditions and provisions of this Declaration shall be deemed to be covenants running with the land and shall be of perpetual duration, except that:

(a) The provisions for Architectural Control set out in Article V above and the Building and Use Restrictions set out in Article VI, above (excepting Sections 2 and 17 of Article VI which shall be of perpetual duration), and the provisions for the Maintenance Charge Assessments set out in Article XI above shall run with the land and be in effect for an initial term of thirty-five (35) years from the date this Declaration is filed for record, after which time they shall be automatically extended for successive periods of ten (10) years each unless within five (5) years prior to the expiration of the initial or any extended term the same are amended, changed or terminated in whole or in part by a written agreement signed, acknowledged and filed for record by the then owners of at least seventy-five percent (75%) of the Lots in this subdivision, in which case such agreement shall take effect upon the expiration of the term then in effect; and

(b) The provisions for the Community Service Charge set out in Article XII, above, shall be for the period of time provided for in said instrument.

Section 2. Enforcement. The Association, as a common expense to be paid out of the Maintenance Fund, or any Homeowner at his own expense, or the Declarant at its own expense, shall have the right to enforce by proceedings at law or in equity all restrictions, covenants, conditions, reservations, liens, charges and assessments, and all other provisions set out in this Declaration. Failure of the Association or of any Homeowner or the Declarant to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendment by Declarant. The Declarant shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any Homeowner or other person, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Homeowner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuations, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Section 6. Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no wise affect any of the other covenants, restrictions, conditions, or provisions which shall remain in full force and effect.

ARTICLE XV

RESERVATION OF MINERALS

There is hereby excepted from the land encompassed by the boundaries of this subdivision, Kingwood Lakes Village V, and Declarant will hereafter except from all its sales and conveyances of said land, or any part thereof, including the locations for buildings and the common area, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives, and will waive in each such conveyance its right to use the surface of the land for development of oil, gas and other minerals, provided that Declarant hereby retains and reserves and to each conveyance will retain and reserve the right to pool the land with other lands, together with the right to drill under and through the subsurface of the land for development of oil, gas and other minerals. Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant and its successors and assigns.

ARTICLE XVI

GREENBELT RESERVES

Declarant has conveyed to Kingwood Lakes Community Association, Inc., the surface estate in and to 0.7176 acres of land in the John W. Asbury Survey, Abstract No. 91 in Harris County, Texas, together with recreational facilities and improvements thereon, said land being more particularly described as Greenbelt Reserves "A" and "B" as shown on the plat of Kingwood Lakes Village Section Five, recorded in Volume 218, Page 87 of the Map Records of Harris County, Texas and 0.105 acres of land out of lots 3, 4 and 5 described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. This land has been conveyed subject to the terms, conditions and provisions of that certain Community Services Charge, Kingwood Lakes Village, dated July 26, 1974, and that certain Amendment to Community Services Charge, Kingwood Lakes Village, dated October 7, 1974, recorded respectively under File No. E269484, Film Code No. 110-15-0987 and File No. E275916, Film Code No. 111-03-0084 in the Official Public Records of Real Property of Harris County, Texas. It is also subject to the terms, conditions and provisions contained herein. Except when there is a conflict, the Community Services Charge will take precedence in that event.

ALLIED BANK OF TEXAS, a Texas banking corporation with offices in Houston, Harris County, Texas, 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 this Declaration of Covenants, Conditions and Restrictions and for the purpose of subordinating its lien to the same.

IN WITNESS WHEREOF, the undersigned FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, and KING RANCH, INC., a Texas corporation, the Declarants herein, have hereunto set their hands this the 13th day of April, 1978.



B. B. Pierce
B. B. Pierce, Secretary

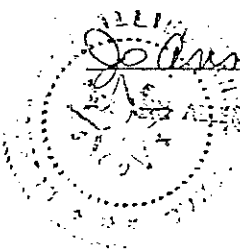
FRIENDSWOOD DEVELOPMENT COMPANY,
Acting Herein for Itself and for
KING RANCH, INC.

By: J. C. Byrd
J. C. Byrd, Vice President

30
OK FORMS
OK
TRANS
OK
CNTRL

ATTEST:

ALLIED BANK OF TEXAS
A Texas Banking Corporation



John Allen
Secretary
ASSISTANT CASHIER

By: Frank J. Reilly
Vice President
FRANK J. REILLY

STATE OF TEXAS
COUNTY OF MONTGOMERY

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 and in the capacity therein stated, and as the act and deed of FRIENDSWOOD DEVELOPMENT COMPANY, which company acted in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of April, 1978.



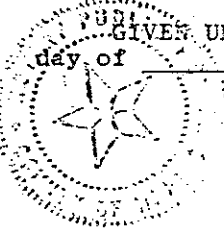
Coralee Casey
Notary Public in and for
Harris County, Texas

CORALEE CASEY
Notary Public in and for Harris County, Texas
My Commission Expires 1-16-80

STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Frank J. Reilly, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of ALLIED BANK OF TEXAS, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of ALLIED BANK OF TEXAS, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of May, 1978.



Margaret Kemick
Notary Public in and for
HARRIS County, Texas

MARGARET KEMICK
Notary Public in and for Harris County, Texas
My Commission Expires August 4, 1978

After Recording Return to
G. B. Mitchell, Jr.
Friendswood Development Company
Two Kingwood Place, Suite 110
700 Rockmead Drive
Kingwood, Texas 77339