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*with  
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DECLARATION

FOR

KINGWOOD LAKES VILLAGE I  
(A RESIDENTIAL SUBDIVISION)

116-14-2029

THE STATE OF TEXAS    X  
                                  X    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS    X

THIS DECLARATION (herein called the "Declaration"),  
made on this the 18<sup>th</sup> day of FEBRUARY, 1975, 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",

*2)*

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain 12.6071  
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 in Harris County, Texas; and

WHEREAS, Declarant has caused the property to be subdivided  
and platted as a subdivision known as KINGWOOD LAKES VILLAGE, SECTION 1  
ONE (hereinafter called Kingwood Lakes Village I), according to the  
map or plat thereof recorded in Volume 218, Page 87 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;

*(2)*

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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 I 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 I  
DEFINITIONS

Section 1. "The property" shall mean and refer to the surface estate only of that certain 12.6071-acre tract of land hereinabove described which has been subdivided and platted into and comprises the subdivision known as KINGWOOD LAKES VILLAGE I, 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 I according to the above-mentioned



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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 I, recorded as above stated, unless the context in which either is used shall be in reference to a different map or plat.

Section 4. "Tract" shall mean and refer to each of the six (6) locations for buildings which are shown and designated on the map or plat of the subdivision as Unrestricted Reserves A, B, C, D, E, and F, excepting all minerals. For convenience and the purposes hereof, said Unrestricted Reserves shall hereinafter be called and referred to as: Tract A, Tract B, Tract C, Tract D, Tract E and Tract F.

Section 5. "Lot" shall mean and refer to each part or parcel of land out of any Tract 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), which in any sale, grant, conveyance, mortgage or other legal instrument shall be described by metes and bounds as a part of and with reference to the Tract in which it is situated, and the residence house and improvements constructed or to be constructed thereon, excepting and excluding all minerals.

Section 6. "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.

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Section 7. "Common Area" shall mean and refer to each of the five (5) areas which are shown and designated on the map or plat of the subdivision as Restricted Reserves J, K, L, M and N, together with the areas out of Tract A, Tract B, Tract C, Tract D, Tract E and Tract F, described in Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes, title to which common area shall be held by the Association subject to the provisions of this Declaration, excepting and excluding all minerals.

Section 8.

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

Section 9. "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 II

THE SUBDIVISION CONCEPT AND LAYOUT

The subdivision has been laid out, as depicted by said plat thereof, so that it consists of six (6) locations for buildings upon which residence houses for individual use and ownership shall 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 common area consists of all property set out and defined in Article I, Section 7 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 Six Tracts. The six (6) locations for buildings 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 plat of the subdivision as UNRESTRICTED RESERVE A (herein called Tract A); UNRESTRICTED RESERVE B (herein called Tract B); UNRESTRICTED RESERVE C (herein called Tract C); UNRESTRICTED RESERVE D (herein called Tract D); UNRESTRICTED RESERVE E (herein called Tract E); and UNRESTRICTED RESERVE F (herein called Tract F).

Not more than the maximum number of single-family detached houses as shown below shall be constructed on each Tract, to-wit:

<u>TRACT DESIGNATION</u>	<u>MAXIMUM NUMBER SINGLE-FAMILY DETACHED RESIDENCE HOUSES</u>
Tract A	6
Tract B	6
Tract C	6
Tract D	6
Tract E	6
Tract F	<u>13</u>
Total	<u>43</u>

Section 2. The Individual Lots, Descriptions, Etc. Each particular part of each Tract improved or to be improved with a residence house is referred to in this Declaration as a "Lot." In all contracts, deeds, conveyances, mortgages, deeds of trust, releases and other legal instruments, each Lot shall be described by metes and bounds

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as a part of and with reference to the Tract in which it is located. For example, a Lot in Tract A may be described substantially as follows:

"A tract or parcel of land containing \_\_\_\_\_ square feet, more or less, and being a part of Unrestricted Reserve A of KINGWOOD LAKES VILLAGE, SECTION ONE, a subdivision in the J. W. Asbury Survey, Abstract No. 91 in Harris County, Texas, according to the map or plat thereof recorded in Volume \_\_\_\_\_ on Page \_\_\_\_\_ in 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 Restricted Reserves J; K; L; M; N; and those areas out of Tracts A; B; C; D; E; and F referred to in Article I, Section 7 hereof. Located in the common area are private streets, easements for privately owned utilities, easements for public utilities, easements for water lines, easements for sanitary sewers, storm sewers and drainage facilities, parking areas, recreational areas, lawns, garden or other 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.

*[Handwritten signature]*

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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 dedicate as public streets the private streets in the subdivision now available for the general use of the public;
- (d) 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;



(e) 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 I 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



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"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 I 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 offstreet 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.