

RESTRICTIONS, COVENANTS, CONDITIONS AND MAINTENANCE CHARGE
RELATING TO FRIARCREEK

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THE STATE OF TEXAS }
 }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

THAT WESTVIEW 8, INC., a Texas corporation (hereinafter called "Grantor"), being the owner of that certain tract of land containing 8.0575 acres, more or less, out of the Robert Vince Survey, A-77, in Harris County, Texas, which has heretofore been platted into a subdivision known as FRIARCREEK, according to the map of said subdivision filed for record in the County Clerk's office in Harris County, Texas, on June 9, 1969, under File No. C 927585, and recorded in Volume 161, Page 118 of the Map Records of Harris County, Texas, reference to which map is here made for all purposes, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots or building sites as same are hereinafter defined (herein sometimes called "lots"), in said FRIARCREEK for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in FRIARCREEK, and each contract or deed which may be hereafter executed with regard to any of the lots in said FRIARCREEK, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes, walks and roads to the use of the present and future owners of said lots and to the public, there shall be and are hereby reserved in Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof.

I.

The streets, drives, lanes, and roads as shown on said map or plat are hereby dedicated to the use of the public.

II.

Grantor reserves the necessary utility easements and rights-of-way as shown on the aforesaid plat of FRIARCREEK, which easements are reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers, or any other utility or service which Grantor may find necessary for the proper service of lots in FRIARCREEK.

III.

Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Harris County, Texas, or incorporated in the Deed from Grantor conveying the site to be so restricted or subjected to such easement or right-of-way.

IV.

Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

V.

It shall be and is expressly understood and agreed that the title conveyed by Grantor to any lot or parcel of land in said FRIARCREEK, by contract, Deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by Grantor or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of FRIARCREEK, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Houston, or to any public service corporation, or to any other party, is hereby expressly reserved in Grantor.

FRIARCREEK COMMITTEE

There is hereby created a Committee of three (3) members to be known as FRIARCREEK COMMITTEE (sometimes herein referred to as "Committee"). The initial committee shall be composed of Jon H. Starnes, J. Keith Lewis and Henry T. Brooks, who shall perform the duties conferred upon the FRIARCREEK COMMITTEE elsewhere herein. The initial committee shall serve until new members are appointed or elected after seventy-five percent (75%) of the lots have been sold or deeded as hereinafter provided; and until said new members are appointed or elected, if any member or members of the initial committee dies, resigns or becomes unable to act, the other member or members of the initial committee shall act as the committee as originally constituted.

At such time as seventy-five percent (75%) of the lots in FRIARCREEK have been sold or deeded to third parties by Grantor, the then owners of said lots may by vote, as hereinafter provided, appoint or elect a Committee of three members to compose the FRIARCREEK COMMITTEE (still herein sometimes referred to as "Committee"). Each member of the elected Committee must be an owner in FRIARCREEK. Each owner shall be entitled to one vote for each lot (or each homestead conforming to the provisions of Article IV of the Section hereof entitled "RESTRICTIONS") to which he then holds record title.

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Grantor and the initial committee shall be obligated to arrange for the election of such Committee at such time (after the final sale and conveyance of seventy-five percent (75%) of the lots as hereinbefore set out) as four or more lot owners in FRIARCREEK request in writing the call of such election. Thereafter, the Committee shall also be obligated to arrange for elections for, the removal and/or replacement of Committee members when so requested in writing by four or more lot owners in FRIARCREEK. The Committee itself may also call such an election at any time the majority of the members thereof deem such advisable.

Such election (or any other election for the removal or replacement of Committee Members) shall be governed by the following: The Committee shall serve written notice of such election to each of the then lot owners in FRIARCREEK by addressing such notice by regular United States mail to the last known address of such owners at least two weeks prior to such election, therein apprising said owners of the time and place of said election. Votes of owners shall be evidenced by written ballot furnished by the Committee and the Committee shall maintain a tabulation of the votes as a permanent record of such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is attached to the ballot as a part thereof. The results of such election shall be determined by the majority vote of those owners then voting, and members of the Committee shall be elected from lot owners in FRIARCREEK in separate elections. The appointment or election of any member or of any removal or replacement of members thereof shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the duly authorized members of the Committee serving at the time of such election. Members of the Committee shall continue to serve as the duly elected and authorized members thereof until such time as their respective duties and powers hereunder are terminated as hereinafter provided. The Committee, when created shall function as representatives of all of the property owners in FRIARCREEK to assure against depreciation of property values in FRIARCREEK by giving its attention to the matters hereinafter set out as proper functions of such Committee, and the Committee shall be and is expressly authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
2. Enforce, by appropriate legal proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.
4. Approve or reject plans and specifications for improvements, to be erected in FRIARCREEK, all of which must be submitted to it for approval prior to the commencement of construction of any such improvements, in accordance with these restrictions.
5. Employ from time to time an architect or architects for advice with reference to approval of plans and specifications for residences and other improvements to be constructed in this addition and to

pay such architect or architects for their services in connection with said matter out of the funds collected as a Maintenance Charge hereinafter mentioned, a sum or sums of money which seems to the Committee to be appropriate.

6. Execute any other waivers, agreements or contracts with third parties as may be necessary to carry out the provisions of these restrictions.

7. Keep financial records, which shall be available for inspection by any lot owner in FRIARCREEK at all reasonable times.

8. Members of the Committee may, at any time, be relieved of their position and substitute members therefor appointed by vote, as above set out. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill by appointment, the vacancy pending further action by the lot owners. Neither Grantor nor any member of the Committee shall ever be liable to any person, firm or corporation for any action taken with reference to the matters hereinbefore set out or for any action (other than fraud or theft) taken with respect to the collection and/or administration and/or expenditure of the Maintenance Fund hereinafter provided for and the acceptance by any party of a deed of any lot in FRIARCREEK shall constitute such party's covenant and agreement that such liability shall not exist.

MAINTENANCE CHARGE

Each lot or building site conforming to the provisions of Paragraph IV of the section hereof entitled "RESTRICTIONS", is hereby subject to an annual maintenance charge of not more than Fifty Dollars (\$50.00) per year, for the purpose of creating a fund to be known as the "MAINTENANCE FUND", to be paid by the owners of each and all of the home sites in said subdivision, annually, in advance, upon the first day of January of each year, beginning January 1, 1971. The amount of said charge will be determined by the Committee during the month next preceding the due date of said charge. The amount of such fund can be increased above the hereinbefore mentioned limit upon the approval in recordable form of seventy-five percent (75%) of the lot owners in FRIARCREEK, said approval shall set out the amount of such increase which shall be uniform for all home sites. The maintenance charges levied by the Committee shall be paid to the Committee and shall be held by it in trust and used for the benefit of all owners in FRIARCREEK and such sum may be expended by the Committee for any purposes, which in its judgment, will be most effective in maintaining the property values in FRIARCREEK, including, but not by way of limitation, the lighting, improving, and maintaining the streets and roads in FRIARCREEK, and the entrance thereto, collecting and disposing of garbage, ashes, or other refuse in FRIARCREEK, employing policemen, and/or watchmen, caring for the vacant lots, trees and shrubbery in and around FRIARCREEK, preparing, renovating or replacing the subdivision sign or the street signs and in doing any other thing necessary or desirable, which in the opinion of the Committee, will keep the property neat and presentable, or for any other purposes which the Committee considers will benefit the owners or occupants of property in FRIARCREEK.

Grantor agrees to pay the Maintenance Charge for all unsold lots in FRIARCREEK.

To secure the payment of the Maintenance Charge levied against each lot, or conforming building site, a Vendor's Lien shall be reserved in the deed from Grantor to the Purchaser of such lot or building site, which lien shall be enforceable through appropriate proceedings at law by the initial Committee until such time as the Committee is formed pursuant to the provisions hereof, after which time said lien shall be enforceable by the Committee. The Committee is hereby given, and shall at all times hereafter have the power and authority to execute any instrument in writing subordinating the lien securing said Maintenance Charge to the lien or liens of any bona fide lender who hereafter lends monies for the purchase of any lot in said addition, and/or for the construction and/or permanent financing of any improvements on any such lot; such instrument to be in form and effect as may to the Committee seem proper and appropriate.

RESTRICTIONS:

I.

No building or structures (including, but not by way of limitation, air-conditioning towers and swimming pools) or any additions thereto, or any alterations thereof, shall be erected, renovated, or re-constructed, placed or suffered to remain upon said premises until the Committee shall have approved in writing the plans and specifications, which must accurately reflect the size, location, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and the location of same with respect to the lot lines, and front and side setback lines of any improvements to be erected in FRIARCREEK. A true copy of all such plans and specifications and details shall be lodged permanently with the Committee and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications; PROVIDED, HOWEVER, that the Committee must give its disapproval of such plans and specifications in writing within fifteen (15) days after submission of same or its approval shall be implied.

II.

(a) No building shall be located nearer to the front lot lines or nearer to the side street lines than the building setback line shown on the recorded plat; and no building shall be located nearer than ten (10) feet to the rear line of any lot. The main residence shall not be located on any lot or building site nearer than ten (10) feet to the side line of any such lot or building site. If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provisions of paragraph IV hereof, the building setback (front and side) restrictions shall be deemed to apply to such resultant homesite as if it were one original lot.

(b) If the garage, servants' quarters or other outbuilding is an integral part of the main residence or is connected thereto, the front building setback lines and the side lines provided in paragraph (a) above for the main residence shall apply to said attached garage, servants' quarters, or other outbuilding. No garage, servants' quarters or other outbuilding which is not an integral part of the main residence shall be constructed nearer than five (5) feet from the side property lines, without the written approval of the Committee.

(c) No fence, wall, hedge, gas meter or any other structure shall be placed on any lot in FRIARCREEK nearer to the street in said subdivision than is permitted for the main residence on such lots, without the prior written consent of the Committee. In no event shall any fence or wall of a height of more than seven (7) feet be erected on any lot.

III.

The front lines of all lots in FRIARCREEK shall be deemed to be the line affected by the maximum building line shown on the recorded map.

IV.

(a) No lot in FRIARCREEK shall be resubdivided in any fashion except as hereinafter provided.

(b) Any persons owning two or more adjoining lots in FRIARCREEK may subdivide (or consolidate) such lots into building sites or home sites, with the privilege of placing or constructing improvements, as permitted in the next following paragraph, on each such resulting building site or home site, provided that such subdivision (or consolidation) does not result in a building site having an area less than the smaller of the lots so subdivided.

V.

All main residence buildings constructed in FRIARCREEK shall contain a living area of not less than two thousand (2,000) square feet exclusive of open or screened porches, terraces, drives, carports and garages, unless written approval of the Committee waiving such requirement is first obtained. The exterior walls of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction, unless written approval of the Committee waiving such requirement is first obtained and the sloped roofs of all residences shall be covered only by wood shingles unless written approval of the Committee waiving such requirement is first obtained.

VI.

All lots or building sites in FRIARCREEK (except as hereinafter in this Article provided) shall be used for single family residential purposes only and no structure shall be altered, placed, erected or permitted to remain on any lot or building site except one single family residence and a private garage or other out building, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters only for bona fide servants. No commercial or industrial activity of any nature, including but not by way of limitation, garage sales, antique sales, or clothing or rummage sales, shall ever be conducted in FRIARCREEK; PROVIDED, HOWEVER, Lot 21 may be used for a period of two (2) years from date as a sales office for the sale of lots in FRIARCREEK.

VII.

No trailer, tent, shack or other temporary structure shall ever be erected or allowed to remain on any lot in FRIARCREEK, and no

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temporary building, basement, garage or other outbuilding erected on any lot in FRIARCREEK shall at any time be used for human habitation temporarily or permanently; provided, however, this paragraph shall not prohibit the use of any such structure which is permanent in nature for a bona fide servants' quarters.

VIII.

No trailer, horse trailer, camper, piggy-back camper, boat or truck in excess of a three-quarter ton pick-up, or any other motor vehicle of any nature (except an automobile) or vehicle to be pulled by a motor vehicle shall be parked on the premises of any lot or building site unless it shall be secluded from view of the street upon which the lot faces and/or abuts, and no vehicle of any nature or trailer of any nature, including the aforementioned, as well as automobiles, shall ever be parked on any portion of a lot or building site except the driveway or garage. No lot or building site owner shall allow or permit any trailer, horse trailer, camper, piggy-back camper, boat or truck in excess of a three-quarter pick-up, or any other motor vehicle of any nature (except an automobile) or vehicle to be pulled by a motor vehicle to be parked in front of or on the side of his lot or building site for a period in excess of twenty-four (24) hours.

IX.

No nuisance shall ever be erected or suffered to remain upon any lot or building site in FRIARCREEK, provided, however, that the Committee shall be the sole and exclusive judge as to what constitutes a nuisance.

X.

All garbage and trash containers of any nature shall be kept securely closed by lid or other means at all times so as to prevent the escape of garbage and or trash, and unless placed on the lot for the purpose of pick up, shall be secluded from view of the street upon which the lot or building site faces or abutts. All garbage or trash containers shall be placed on the lot or building site for pick up no longer than twelve (12) hours prior to the scheduled pick up and shall be returned to their normal place of storage within twenty-four (24) hours after pick up has occurred.

XI.

No sheep, goats, cattle, swine, chickens or livestock of any kind shall ever be kept, harbored or allowed to remain on any part of FRIARCREEK, except that bona fide domestic pets may be kept, unless and until such pet or pets shall be determined to be a nuisance by the Committee as provided in paragraph VIII above.

XII.

No trash, manure, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on any lot or building site in FRIARCREEK, nor may any of such material be burned on the premises thereof except in an incinerator designed for the purpose and approved by the Committee.

XIV.

All signs in FRIARCREEK shall strictly comply with the provisions of the zoning ordinance of the Village of Hilshire Village, Harris County, Texas, (as to signs) in effect for single family dwellings at the date of imposition of these restrictions. In the event said zoning ordinance is ever modified, amended, superceded or cancelled, the provisions of that ordinance as applicable on the date of imposition of these restrictions shall be determinative of the restrictions as to signs in FRIARCREEK and said zoning ordinance as to signs is here now adopted and incorporated as a restriction for all purposes.

XV.

No radio or television aerial, pole, or other framework, structure or device, which will project more than ten (10) feet above the uppermost roof-line of the residence or other improvements shall be erected (or allowed to remain on) on any lot or attached to any of the improvements thereon without the written consent of the Committee.

XVI.

No privy, cesspool, septic tank or water well shall be placed or maintained on any part of the property in FRIARCREEK without the written consent of the Committee.

XVII.

The Committee shall have the right to modify the restrictions with reference to location of setback or side line restrictions affecting any building erected or to be erected, to the extent the Committee deems for the best interest of FRIARCREEK as a whole, but such modification must be in writing.

XVIII.

Any residence to be constructed on any lot or home site in FRIARCREEK shall be completed and ready for occupancy within nine (9) calendar months from the date of commencement of construction and no building material of any kind or character shall be placed or stored upon any building site until the construction of improvements is commenced thereon, and then all such material shall be placed within the property line of the building site upon which the improvements are to be erected.

XIX.

The owners of Lots 1, 21, 20 and 19 are charged with the duty and obligation (at their own cost) of maintaining, repairing, and replacing, if necessary, the fence on the north side of their property. Such maintenance and repair shall be timely and properly performed so as to assure the fence remains in as good condition as when built and remains uniform in appearance. The owners of such lots shall act in concert to assure uniformity in appearance of the fence in the event replacement is necessary, but with regard to replacement, each shall be responsible and liable for only the cost of replacement of the fence on his own property.

These covenants and restrictions shall run with the land, and shall be binding upon Grantor, its (or their) successors and assigns, and all persons or parties claiming under it (or them), for a period of twenty-five (25) years from the date hereof, at which time said covenants, restrictions and all the provisions hereof shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such twenty-five (25) year period or thereafter prior to the expiration of any of said ten (10) year periods the then owners of seventy-five percent (75%) of the lots or building sites subject to the terms and provisions hereof shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the twenty-five (25) year or ten (10) year period in which it is executed and recorded.

XXI.

If the Grantor herein, or any of its successors or assigns, including future lot owners in FRIARCREEK, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in FRIARCREEK, or for the Committee on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues from such violation, for the benefit of any owners of lots or building sites in FRIARCREEK as their interest may appear.

XXII.

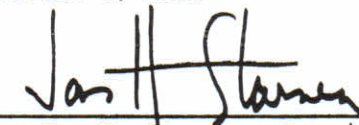
In the event any one, or more, of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid, by reason of abandonment, waiver, judicial decision, or in any manner whatsoever, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

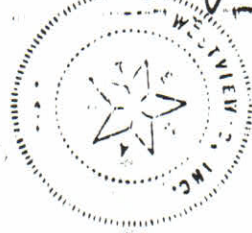
EXECUTED this the 11th day of July, 1969, by WESTVIEW 8, INC., a Texas corporation, acting by and through its proper officers thereunto duly authorized, with its corporate seal affixed hereto.

ATTEST:


Henry T. Brooks, Secretary

WESTVIEW 8, INC.

BY 
Jon H. Starnes, President



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COUNTY CLERK
HARRIS COUNTY, TEXAS

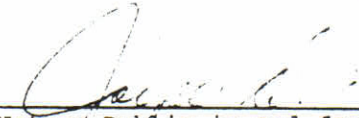
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THE STATE OF TEXAS }
COUNTY OF HARRIS }

DEED RECORD
VOL. 7680 PAGE 141

BEFORE ME, the undersigned authority, on this day personally appeared JON H. STARNES, President of WESTVIEW 8, INC., known to me to be the person whose name is subscribed to the foregoing instrument, 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of July, A.D. 1969.

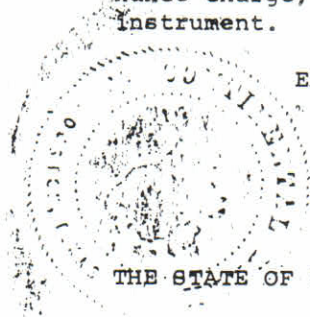

Notary Public in and for
Harris County, T e x a s

THE STATE OF TEXAS }
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

THAT, CONTINENTAL BANK of Houston, Texas, as the owner and holder of liens against the land described in the foregoing instrument, does through its duly authorized officer hereby agree that all liens owned and held by it shall be and remain subordinate and inferior to the terms and provisions of the foregoing instrument creating restrictive covenants and agreements and an annual maintenance charge, as said provisions are fully set forth in the foregoing instrument.

EXECUTED this 11th day of July, A.D. 1969.




CONTINENTAL BANK of Houston, Texas
BY 
Vice President

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared W.H. Raymond, Jr., Vice President of Continental Bank of Houston, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was duly authorized by Continental Bank of Houston to execute and place the seal of Continental Bank of Houston, Texas, upon the foregoing instrument, and that he did execute and place the seal of Continental Bank of Houston on the foregoing instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of July, A.D. 1969.




Notary Public in and for
Harris County, T e x a s

LUELLE HOBBS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1971

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HARRIS COUNTY, TEXAS

DEED RECORDS
VOL 8219 PAGE 95

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THE STATE OF TEXAS X
COUNTY OF HARRIS X

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On the 15th day of November, 1970, at 5:00 P.M. a meeting of the property owners of FRIARCREEK, a subdivision in Harris County, Texas which is recorded in Vol. 161, page 118 of the Map Records of Harris County, Texas was held at the Scout House of Terrace Methodist Church, 1205 Wirt Road. Said meeting was called by the Original FRIARCREEK COMMITTEE, as requested by the requisite number of property owners, for the purpose of electing a permanent FRIARCREEK COMMITTEE. Notice of said meeting had been given by written letter Henry T. Brooks, a member of the original committee on the 28th day of October, 1970. Elected as members of FRIARCREEK COMMITTEE at this meeting were:

<u>Name</u>	<u>Address</u>
1. Walter Koch	8307 Creekstone Circle
2. M. P. Kelly	1307 Friarcreek Lane
3. Jon H. Starnes	1315 Friarcreek Lane

Executed this 18th day of November, 1970.

[Signature]

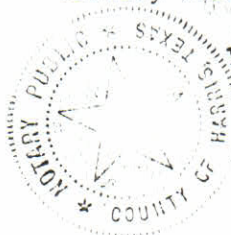
JON H. STARNES

[Signature]

HENRY T. BROOKS

On the 18 day of November, 1970 appeared Jon H. Starnes and Henry T. Brooks a majority of the original member of the FRIARCREEK COMMITTEE and acknowledged that the statements above were true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME by the said Jon H. Starnes and Henry T. Brooks, on this 18 day of November, A.D. 1970, to certify which witness my hand and seal of office.



RETURN TO
Jon H. Starnes
3461 West Alabama
Harris Co. TX 77021

[Signature]

Notary Public in and for
Harris County, T e x a s