

SEP--6-72 45682 - D 684523

B PD

20

D684523

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

*Handwritten initials*

150-21-1778

THIS DECLARATION, made on the date hereinafter set forth by FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC., hereinafter referred to as "Declarant".

20, 50  
S

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the Elijah Votaw Survey, A-823, and P. Whitty Survey, A-1458, County of Harris, State of Texas, containing 161.0899 acres of land, which is more particularly described in Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes.

*Handwritten mark*

NOW THEREFORE, Declarant hereby declares that all of the properties described above and which may be hereafter added or annexed by Declarant shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to South Woodland Hills Village Community Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or tract of Commercial Land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is:

-None-

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Commercial Land, public school land, church land and the Common Area.

Section 6. "Commercial Land" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and restricted to commercial use or any plot of land within the boundaries of the Properties which is subject to a use restriction other than residential by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas, with the exception of any Lot, public school land, church land and Common Area.

Section 7. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., its successors and assigns if such successors or assigns should acquire the property from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot or Commercial Land remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

150-21-1780

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Commercial Land which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Commercial Land which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or tract of Commercial Land owned. When more than one person holds an interest in any Lot or Commercial Land, all such persons shall be members. The vote for such Lot or Commercial Land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or tract of Commercial Land.

Class B. The Class B members(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot or tract of Commercial Land owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1985.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

###### Section 1. Creation of the Lien and Personal Obligation

of Assessments. The Declarant, for each Lot or tract of Commercial Land owned within the Properties, hereby covenants, and each Owner of any Lot or Commercial Land by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

###### Section 2. Purposes of Assessments. The assessments

levied by the Association shall be used toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:

1. To render constructive civic welfare for the promotion of the social welfare of the

150-21-1781

RECORDER'S MEMORANDUM:  
All Or Parts Of The Text On This Page  
Was Not Clearly Legible For Satisfactory  
Recording

community and for the citizens within the Properties which are a part of Woodland Hills Village, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation;

2. To promote and/or to provide municipal services and educational and public recreational services and facilities for residents within the Properties which are a part of Woodland Hills Village;
3. To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities;
4. To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

All street lighting and street sweeping and maintenance within the Properties which are a part of Woodland Hills Village, mosquito abatement, police service, fire protection, park and public maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which contracts shall be negotiated by the Board of Directors of the Association and which services will be billed directly to each Owner separate from and in addition to the community assessment), and the enforcement of restrictions upon the use of property within the Properties which are a part of Woodland Hills Village.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty-Six and

150-21-1782

no/100 Dollars (\$66.00) per lot and Seventy-Six Cents (\$0.76) per 100 square feet, or fraction thereof, of Commercial Land.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be

150-21-1783

one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting.

No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at uniform rates for all Lots and Commercial Lands and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and Commercial Lands on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot and tract of Commercial Land at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot or tract of Commercial Land have been paid.

150-21-1784

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the date date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the services as stated in Article IV, Section 2 hereof or by non-use of the Common Area or abandonment of his Lot or Commercial Land.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Commercial Land shall not affect the assessment lien. However, the sale or transfer of any Lot or Commercial Land

pursuant to mortgage foreclosure or any preceding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Commercial Land from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the P. Whitty Survey, A-1458, and A. B. Langerman Survey, A-1196, and in the Elijah Votaw Survey, A-823, in Harris County, Texas, said land being more particularly described in Exhibit "B" attached hereto, may be added or annexed to the land described in Exhibit "A" and made subject to the terms hereof by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and VA determine that the addition

CG 1-17-001



or annexation is in accord with the general plat theretofore approved by them; however, Declarant shall not be obligated to add or annex such additional land. Such additional land which may be added or annexed shall become subject to the Annual Assessment existing at the time of such addition or annexation.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Addition or annexation of additional lands, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of September, 1972.

150-21-1786

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

2 or

By J. C. Byrd  
J. C. BYRD, VICE PRESIDENT



SECRETARY

OK  
FORM  
O.K.  
TRANS

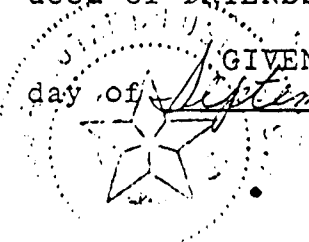
HUBERT SMITH  
P.O. DRAWER 809  
HUMBLE, TEXAS 77338

RETURN TO

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE me, the undersigned authority, on this day personally appeared J. C. BYRD, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of FRIENDSWOOD DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of September, 1972.



Gloria Gay Livingston  
Notary Public in and for  
Harris County, Texas

GLORIA GAY LEVINGSTON  
Notary Public in and for Harris County, Texas  
My Commission Expires 6-1-73

STATE OF TEXAS     I  
                          I  
COUNTY OF HARRIS   I

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, under date of September 8, 1972, Friendswood Development Company and King Ranch, Inc. as "Declarant" executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for South Woodland Hills Village Community Association, hereinafter called "Declaration", applicable to that certain 161.0899-acre tract of land in the Elijah Votaw Survey, A-823, and P. Whitty Survey, A-1458, in Harris County, Texas, which said Declaration is recorded under File No. D684523, Film Code No. 150-21-1778, in the Official Public Records of Real Property of Harris County, Texas, and is here referred to for all purposes; and

WHEREAS, Friendswood Development Company and King Ranch, Inc. and The Ryland Group, Inc. are owners of all the Lots subject to the aforesaid Declaration and acting pursuant to Article V, Section 3, of said Declaration, desire to amend said Declaration as hereinafter provided;

NOW THEREFORE, Friendswood Development Company and King Ranch, Inc. and The Ryland Group, Inc. as owners of all the Lots as aforesaid, do hereby amend Article I, Section 5, to read as follows:

"Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, and any living unit in an apartment, townhouse or patio house on land situated within the Properties and which said land is made subject to apartment, townhouse or patio house use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas, with the exception, however, of any Commercial Land, public school land, church land and the Common Area."

D-972804

Film Code 167-31-1031

Harris County, Tex

Except as amended herein, said Declaration shall remain in force and effect as originally written.

EXECUTED this 24 day of August, 1973.

OWNERS:

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

ATTEST:

[Signature]  
Secretary

By: [Signature]

OK FORM OK TRANS

ATTEST:

THE RYLAND GROUP, INC.

B.D. Mc Knight  
Assistant Secretary

By: [Signature]  
Vice President

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. C. BYRD, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of August, 1973.

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

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John M. Wholley, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of THE RYLAND GROUP, INC., 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 THE RYLAND GROUP, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of August, 1973.

[Signature]  
Notary Public in and for Harris County, Texas