

RESTRICTIONS, COVENANTS AND CONDITIONS

WOODLAND HILLS VILLAGE, SECTION 12

#AR-12-89 132177 • 459737 LST A PD

STATE OF TEXAS I
COUNTY OF HARRIS I

152-98-0639

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WHEREAS, CRAWFORD DEVELOPMENT COMPANY, a Texas corporation, domiciled in Houston, Harris County, Texas, hereinafter called "OWNER" of that certain tract of land, containing 54.479 acres out of the Elijah Votaw Survey, A-823, which land it has subdivided and platted into an addition known as Woodland Hills Village, Section 12, as shown by, and according to the plat or map thereof, which was duly signed, approved as required by law, and recorded in the Map Records, Office of the County Clerk, Harris County, Texas on the 3rd day of January, 1979 in Volume 284, Page 27, and reference to said plat or map and the filing thereof is hereby made for all purposes in this instrument; said plat or map covering the following described property:

Lots Twenty-six (26) through Thirty-eight (38) inclusive, Block Twenty-seven (27); Lots One (1) through Thirty-five (35) inclusive, Block Twenty-nine (29); Lots One (1) through Fifty-nine (59) inclusive, Block Thirty (30); Lots One (1) through Thirty-four (34) inclusive, Block Thirty-one (31); Lots One (1) through Thirty-one (31) inclusive, Block Thirty-four (34); Lots One (1) through Eighteen (18) inclusive, Block Thirty-five (35); and Lots One (1) through Twenty-five (25) inclusive, Block Thirty-six (36)

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WHEREAS, it is the desire of said OWNER to establish a uniform plan for the development, improvement and sale of said property and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision, and

WHEREAS, FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, with a permit to do business in the State of Texas, with offices in Harris County, Texas, acting herein for itself and KING RANCH, INC., a Texas corporation with its offices and principal place of business in Kleberg County, Texas, hereinafter jointly called "FRIENDSWOOD" in deed to REPUBLIC OF TEXAS SAVINGS ASSOCIATION, a corporation of Jefferson County, Texas dated September 29, 1972 and filed in Harris County Real Property Records under No. D-702542 and as set out in Contract of Sale dated March 6, 1972 did impose certain restrictive covenants upon that certain 122.6059 acres of land conveyed, of which the subject property above

RETURN TO:
Crawford Development Co.
2000 North Loop West, #127
Houston, Texas 77018

152-98-0640

described is a part thereof, said restrictive covenant previously of record, being superior and controlling over this instrument in any and all instances where there is a conflict, but it is the intent of OWNER to incorporate herein all of the previously recorded restrictive covenants so that this instrument, which is more onerous, shall take precedence over, supersede and take the place of, for reference purposes, previously recorded Restrictions, Covenants and Conditions.

NOW, THEREFORE, OWNER of all the above described lots in Woodland Hills Village, Section 12, joined herein by REPUBLIC OF TEXAS SAVINGS ASSOCIATION, lienholder, and FRIENDSWOOD, to evidence their approval, DO ADOPT, ESTABLISH and IMPOSE the following Restrictions, Covenants and Conditions upon said lots which shall constitute covenants running with the title to the land and shall inure to the benefit of all of said parties heretofore mentioned herein, their respective successors and assigns and to each and every purchaser of lots in said subdivision and their assigns and any one of said beneficiaries shall have the right to enforce the Restrictions, Covenants and Conditions herein contained, using whatever legal method is deemed advisable.

A. RESIDENTIAL CHARACTER AND USE OF LOTS

1. Each lot shall be used only for single-family residence purposes, and no such residence shall be constructed on less than the equivalent of one full lot.

2. No trade, business or profession and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

3. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

4. The term "residential purposes"; as used herein shall be held and construed to exclude use for hospitals, duplex houses, apartment houses, hotels, motels, tourist courts, rooming houses, garage apartments (except garage apartments used as servant's quarters), and all other kinds or types of housing accommodations,

other than a detached, single-family dwelling house and the appurtenances thereto as hereinbelow permitted, and shall also be held and construed to exclude all business, commercial, trade or professional uses.

B. ARCHITECTURAL CONTROL

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1. No building, wall or any other structure shall be commenced, erected or maintained upon any lot in this subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to compliance with these Restrictions, Covenants and Conditions, the minimum Construction Standards developed, adopted and promulgated from time to time by FRIENDSWOOD and as to harmony of external design, quality of materials and location in relation to surrounding structures, topography and finish grade by FRIENDSWOOD, or its assignee, as hereinafter provided. In the event FRIENDSWOOD, or its assignee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this article will be deemed to have been fully complied with.

2. FRIENDSWOOD is hereby granted the right and reserves unto itself the right to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other necessary documents or approvals required to be submitted to it to an Architectural Control Committee, which may be appointed annually by the Board of Trustees of SOUTH WOODLAND HILLS VILLAGE COMMUNITY ASSOCIATION, as long as that Association is collecting and administering the annual assessment charge for SOUTH WOODLAND HILLS VILLAGE. In the event FRIENDSWOOD 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 FRIENDSWOOD and placed of record in the appropriate records of the County Clerk of Harris County, Texas.

C. BUILDING RESTRICTIONS - DWELLING SIZE - LOCATION ON LOT

1. Only one (1) residence house, which shall be detached, single-family residence house, either of one-story; one and one-half story, or two-story construction shall be built or permitted on each lot; no residence shall exceed two stories in height, and such house may have an attached or detached garage

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for not more than three (3) cars. Both attached and detached garages must be enclosed with permanent walls and their front enclosed with standard type over-head doors customarily used in the building industry. Additional door openings to the front, rear or side of the garage may be permitted. Open carports are specifically prohibited but porte cocheres are permitted, but only if there is a two-car garage as above permitted. Servant's type quarters may be built over said attached or detached garage but may be occupied only by an integral part of the family occupying the main residence on the building site or by servants employed on the premises. No more than one dwelling shall be built on any one lot or building site as defined in Paragraph Five (5) below.

2. The living area of the main residential structure exclusive of porches, garages, porte cocheres, terraces and servants' quarters shall be not less than 1,800 square feet. FRIENDSWOOD, or its assignee, at its sole discretion, is hereby permitted to approve deviations in building area and location in instances where, in its judgement, such deviations 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.

3. No building shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side or rear street line. Subject to the provisions of Paragraph Five (5) below, no building shall be located nearer than seven (7) feet to an interior lot line, except that a garage or other permitted accessory located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

4. No garage located closer than sixty (60) feet to the front property line shall face and open at less than a ninety (90) degree angle to the front property line.

5. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one single-family residence building site,

with the privilege of placing or constructing improvements on such resulting site, in which case setback lines shall be measured from the resulting side property line rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block.

6. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, and no part of the main residence or garage shall be erected on any of said easements. Fences, driveways, walkways and terraces may be erected on any of said easements, however, subject to the damage provision hereinafter provided.

7. All residence houses to be built shall face the street on which the lots front. A corner lot shall be deemed to front on the street on which it has the smaller dimension.

8. No wall, fence or planter hedge in excess of two (2) feet shall be erected or maintained nearer to the front lot line than the front wall of the residence.

All side or rear fences, where permitted to be built of a height in excess of two (2) feet, shall be six (6) feet high. Fences of wire or plastic material shall not be permitted to be built. All such fences on side or rear lot lines on lots adjoining the greenbelt shall be constructed of materials specifically approved by FRIENDSWOOD and,

FRIENDSWOOD, or its assignee, at its sole discretion is hereby permitted to approve deviations affecting fencing in instances where, in its judgement, such deviations will result in a more common beneficial use. The greenbelt lots specifically affected by this covenant are Lots One (1) through Eighteen (18) inclusive, Block Thirty-five (35) and Lots Five (5) through Twenty-five (25) inclusive, Block Thirty-six (36). Such approvals must be granted in writing and when given will become a part of these Restrictions, Covenants and Conditions.

9. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions

thereof) shall be placed or planted on corner lots.

10. Any building, shed, playhouse, accessory structure or improvement, other than the main residence and garage shall be limited to eight (8) feet in height and must be approved in accordance with Paragraph (1), Part B of these Protective Covenants, except that a portable or movable building or trailer used by a builder or developer in the original construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon until the completion of the improvements, after which such portable or movable building or trailer shall be removed from the lot.

11. No structure of a temporary character, trailer, trailer house, basement, tent, shed, barn or garage shall be used on any lot at any time as a residence or living quarters, either temporary or permanently but servants engaged on the premises may occupy servant's quarters built upon or onto any garage or other out-building, which may be permitted.

12. No activity, whether for profit or not, shall be carried on upon any lot which is not related to single-family residence purposes, except on those lots which may be designated by CRAWFORD DEVELOPMENT COMPANY, for itself or its successors or assigns, subject to the approval of FRIENDSWOOD, or its assignee, to be used for model homes or sales offices for a maximum period of seven (7) years from date hereof.

13. Any building or structure, other than the main structure and garage, shall be limited to eight (8) feet in height and must be specifically approved by FRIENDSWOOD or its assignee, in accordance with Part B of these Restrictions, Covenants and Conditions. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly and shall be removed at completion of construction.

14. No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off trucks, or boat rigging or other similar items or conveyance shall be parked or stored permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence.

D. CONSTRUCTION STANDARDS - EXTERIOR FINISH - LANDSCAPING - MAINTENANCE

1. FRIENDSWOOD, or its assignee, in consultation with CRAWFORD

DEVELOPMENT COMPANY shall develop, adopt, promulgate and publish minimum construction standards governing the type, quality and specifications for materials to be used in residential construction upon all lots in WOODLAND HILLS VILLAGE, SECTION 12 and all builders, firms and individuals building in the addition shall comply with said standards as published from time to time.

2. The interior structure and exterior finish of all residence houses shall be constructed in accordance with said minimum construction standards and architectural control approvals, using quality materials generally accepted in the area building industry and the design and architecture shall be compatible with other approved residences finished or under construction in the addition.

3. Public walkways are not herein required but walkways and driveways connecting to the main residence are required and must be constructed with standard concrete, brick, stone, or masonry; shell, iron ore or similar composition not being permitted. Driveways must be extended to and joined with the surface of the roadway on which residence faces, or to the side street on a corner lot, and constructed in a workmanlike manner. Where roadway surface or curb is disturbed, broken, or torn out, it must be replaced and/or rebuilt at lot owner's and/or builder's expense. Walkways need not be built or extended to the street on which the lot fronts or to the side street as the case may be, but may tie to the driveway. Walkways and driveways shall be completed before the main residence is occupied.

4. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of WOODLAND HILLS VILLAGE, SECTION 12, except that they may be used in a sales office or offices, during the time lots and houses are being offered for sale in this addition.

5. Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other common household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers. All animals or pets must be leashed or restrained within an adequate

enclosure.

Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

7. The drying of clothes in public view is prohibited; and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view.

8. All lots shall be kept at all times in a sanitary, healthful and attractive conditions, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for rubbish, debris, wastematter or storage of material and equipment except for normal residential requirements or incident to construction or improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by FRIENDSWOOD, or its assignee, and then only during such conditions as permitted by law. All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

9. Television antennas may be attached to the house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street. Property owners may apply for a variance of location, or for approval of other aerial devices, by submitting a plan showing the location and type of materials to the Architectural Control Committee for approval in accordance with Paragraph (3), Part I, of these Protective Covenants.

10. No lot shall be used for the storage of commercial products, liquid, solid or otherwise, not necessary or convenient for the use and enjoyment of the property for residential purposes.

11. The digging of dirt or the removal of any dirt from any

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lot is expressly prohibited except as necessary in conjunction with the landscaping of, or construction on, such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

12. All residence houses and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve the attractiveness thereof.

13. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, OWNER, FRIENDSWOOD, or their assignees, may without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these Restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the property owner, a lien is herein and hereby retained against the above described property in favor of OWNER and FRIENDSWOOD, or its assignees, but inferior to purchase money lien or mortgage. Such Vendor's Lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by OWNER or not.

E. ADVERTISING - SIGNS - SALES OFFICES

1. No signs, billboards, posters, or advertising devices of any kind or character shall be erected, placed or maintained 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 and also excepting signs used by a builder and/or his sales representatives, to advertise the property during the construction and sales period. OWNER reserves the right for itself, its successors and assigns to build, place and maintain signs, billboards and advertising devices to advertise the addition generally, as well as to advertise particular lots. OWNER, or their assignee, FRIENDSWOOD, or its assignee, shall have the right to remove any such sign or

advertisement in violation of these covenants and in so doing shall not be subject to trespass or other liability in connection with such removal.

2. Notwithstanding any restrictions any place herein contained, OWNER, its sales agents, successors and assigns, subject to approval by FRIENDSWOOD, or its assignee, shall have and reserve the right to place, build or maintain sales offices, or use any house or model home as a sales office, on any lots in said addition during the period when lots are being sold and/or houses are being built or offered for sale in said addition.

F. MAINTENANCE FUND ASSESSMENT

Reference is hereby made to those two certain instruments entitled "Declaration of Covenants, Conditions and Restrictions" applicable to WOODLAND HILLS VILLAGE (of which the 54.479 acres described as WOODLAND HILLS VILLAGE, SECTION 12 is a part) and the annual assessment charges created by the aforesaid instruments executed by FRIENDSWOOD, dated September 7, 1972 and September 8, 1972 and amended August 24, 1973, recorded respectively under File No. D684522, Film Code No. 150-21-1755 and under File No. D684523, Film Code No. 150-21-1778 and under File No. D972804, Film Code No. 167-31-1031 and under File No. E086798, Film Code No. 174-33-0856 in the official Public Records of Real Property of Harris County, Texas, and the provisions of such instruments creating such annual assessment charges are hereby incorporated in these Restrictions as if set out herein in full. Such provisions shall be binding upon each respective lot and all succeeding owners thereof from and after the delivery of the deed to each such lot regardless of whether or not such provisions are contained in such deed and may be enforced as against the owners of such lot in the same manner as the restrictions and covenants herein contained.

G. WATER - SEWAGE SYSTEMS

1. No water well or cistern (either above or below ground) shall be drilled, dug, placed or erected in, under or on any residential lot. All water to be used and/or consumed for any purposes whatsoever in connection with each and every lot or the use or occupancy thereof shall be purchased and obtained from a water supply and/or service system or systems to be owned and/or operated by HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 3, its successors or assigns, for water supply and/or service, and shall pay the established rates or

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charges therefor, as well as all such fees, charges or deposits as may be required for water meters or tapping or connection to water mains.

2. OWNER reserves unto itself, its successors and assigns, as well as unto HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 3, HOUSTON LIGHTING & POWER COMPANY, ENTEX, CENTRAL TELEPHONE COMPANY, KINGWOOD CABLEVISION, INC., and any other accredited public utility company, their successors and assigns, the right at all times to use any and all areas shown on the said recorded map or plat of WOODLAND HILLS VILLAGE, SECTION 12, as a utility easement or other area dedicated to the public use, for the purpose of laying, placing, installing, maintaining, repairing, replacing or construction of all kinds and type of power lines, telephone lines, T.V. lines, gas lines, water and sewer lines, mains or pipes, as well as other equipment necessary or incidental to the operation and maintenance of utilities, water and sewer service and/or supply system and collection system and its appurtenances, to service, furnish or supply this addition and any and all adjoining or contiguous property with water and to collect and dispose of sewage from such properties. The right but not the obligation is herein reserved for OWNER, HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 3 and FRIENDSWOOD to inspect the connection or tap made to water and sewer lines, mains or pipes and have the right to accept or refuse to approve such connection if improperly made.

3. No outside privies or toilets shall be permitted in this addition. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a central sewage disposal system and/or sewage collection system, owned and/or operated by the HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 3, its successors and assigns, at the expense of the person building on the lot, and all lot owners and/or occupants shall immediately contract with said HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 3, for such services and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expense as may be requested for tapping or connection to the sewage system's collection lines.

4. The drainage of sewage into a road, street, alley or ditch, either directly or indirectly is strictly prohibited.

H. ELECTRICAL - TELEPHONE AND GAS SERVICE

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1. Electrical service to WOODLAND HILLS VILLAGE, SECTION 12, is to be provided by HOUSTON LIGHTING & POWER COMPANY, telephone service by CENTRAL TELEPHONE COMPANY and gas service by ENTEX, or their respective successors and assigns.

OWNER has negotiated and will negotiate and enter into contracts with said companies to furnish WOODLAND HILLS VILLAGE, SECTION 12 with underground service to all lots where practical and feasible; the installation of main trunk lines, equipment and appurtenances to be engineered and completed by said companies with any costs therefor to be at the expense of said utility companies or OWNER.

2. The owners of each lot at their own cost shall furnish, install and maintain any of the said underground facilities, meter loops and appurtenances as may be required by said companies and will enter into contracts for service agreeing to the terms and conditions and paying such fees, charges and/or deposits as may be required by said companies.

3. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat, easements for all underground service (including water and sewer lines) may be crossed by driveways and walkways provided the Developer or Builder makes prior arrangements with the utility company or companies furnishing service and provides and installs the necessary conduits or coverings of approved type and size under such driveways or walkways prior to construction thereof. Such easements for the underground service shall be kept clear of all permanent buildings (fencing, driveways and walkways excepted herefrom) and neither OWNER, its successors or assigns, nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or other improvements of the owner located on the land covered by said easements.

4. The utility company furnishing the underground electric, gas and telephone service shall have a two (2) foot wide easement along and centered on the underground lines installed from the utility company's easement to the designated point of service on the residence structure. For so long as such underground service is maintained, the electric service to each lot shall

be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle, alternating current.

5. In the event that audio and video communication services and facilities are made available to any of 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 of the permanent improvement or structure constructed, or to be constructed, upon said lot.

I. MINERAL RESERVATIONS

1. Conveyances of all lots in WOODLAND HILLS VILLAGE, SECTION 12, shall be made subject to each and every, all and singular, the valid and existing mineral and/or royalty reservations, rights-of-way, easements, conditions, exceptions restrictions, covenants, waiver of surface rights agreements and directional drilling agreements of whatsoever nature of record whether so expressly stated or not contained in a deed or deeds conveying said lots.

J. DURATION AND ENFORCEMENT

1. The foregoing Restrictions, Covenants and Conditions shall constitute covenants running with the title to the land and shall be binding on and inure to the benefit of OWNER, its successors and assigns, and all persons claiming by, through or under them for a period extending until July 20, 2010, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the residential lots in WOODLAND HILLS VILLAGE, SECTION 12 may terminate the same at the end of said July 20, 2010, or at the end of any successive ten-year period thereafter, by executing, acknowledging and filing for record in the office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement in writing for such purpose, at any time during the last five (5) years that these Restrictions, Covenants and Conditions are in effect, or during the last five (5) years of any successive ten-year period if said Restrictions, Covenants and Conditions are to be terminated at the end of any such ten-year period.

2. In the event any person or persons, firm or corporation shall violate or attempt to violate any of the foregoing Restrictions, Covenants and

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Conditions, it shall be lawful for any person owning or having any interest in any residential lot in WOODLAND HILLS VILLAGE, SECTION 12, to institute and prosecute any proceedings at law or in equity, to abate, prevent or enjoin any such violation or attempted violation. OWNER, its successors and assigns; FRIENDSWOOD, its successors and assigns; or the association collecting and administering the annual assessment charge of the SOUTH WOODLAND HILLS VILLAGE COMMUNITY ASSOCIATION shall have the right, but none of them shall ever be obligated to institute and prosecute any proceedings at law or in equity to correct, abate, prevent or enjoin any violation or attempted violation of any of said Restrictions, Covenants and Conditions whether or not it or they then own property in said WOODLAND HILLS VILLAGE, SECTION 12.

3. No person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the property involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

4. It is specifically provided that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage or deed of trust now of record, or which hereafter may be placed of record, or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the Restrictions, Covenants and Conditions herein contained.

K. SEVERANCE CLAUSE

Invalidation of any one or more of these Restrictions, Covenants and Conditions by judgement, court order or otherwise, shall in nowise affect or invalidate any other Restriction, Covenant and Condition, but all such other Restrictions, Covenants and Conditions, shall continue and remain in full force and effect.

CRAWFORD DEVELOPMENT COMPANY, as an owner of the hereinabove described property, has hereunto caused its corporate seal to be affixed, and the

same to be done and attested by the signatures of its duly authorized officers, and imposed the foregoing Restrictions, Covenants and Conditions on all lots situated in WOODLAND HILLS VILLAGE, SECTION 12.

FRIENDSWOOD DEVELOPMENT COMPANY, acting for itself and KING RANCH, INC., join in the execution hereof to evidence their approval of said Restrictions, Covenants and Conditions affecting all lots in WOODLAND HILLS VILLAGE, SECTION 12, and have hereunto caused its corporate seal to be affixed, and the same to be done and attested by the signatures of its duly authorized officers.

REPUBLIC OF TEXAS SAVINGS ASSOCIATION, as lienholder covering the above described property, has hereunto caused its corporate name to be signed and its corporate 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 said Restrictions, Covenants and Conditions, and for subordinating its lien to the same.

IN WITNESS OF THE HEREINABOVE, the undersigned have executed or caused to be executed by and through their duly authorized officers, this the 4th day of March, A.D., 1980.

CRAWFORD DEVELOPMENT COMPANY

ATTEST:

B.R. Crawford
B.R. Crawford, Secretary

By: Wm. S. Crawford, Jr.
Wm. S. Crawford, Jr., President

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

O K
FORMS
O K
TRANS.
O K
CNTRL.

ATTEST:

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

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

REPUBLIC OF TEXAS SAVINGS ASSOCIATION

ATTEST:

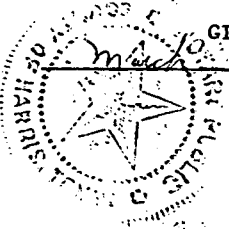
Linda Schmitt
Linda Schmitt, Assistant Secretary

By: John R. Cawthron
John R. Cawthron, President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WM. S. CRAWFORD, JR., known to me to be the person whose name is subscribed to the foregoing instrument as President of CRAWFORD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of March, 1980.



Bettye W. Bennett
Notary Public in and for
Harris County, Texas

BETTIE W. BENNETT
Notary Public in and for Harris County, Tx
My Commission expires 2-30-80
Social Security #438-33-0662

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JOHN R. CAWTHON, known to me to be the person whose name is subscribed to the foregoing instrument as President of REPUBLIC OF TEXAS SAVINGS ASSOCIATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of March, 1980.

Wilma D. Grove
Notary Public in and for
Harris County, Texas

WILMA D. GROVE
Notary Public in and for Harris County, Texas
My Commission Expires September 30, 1980.

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 and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of March, 1980.

Janice S. Peterson
Notary Public in and for
Harris County, Texas

JANICE S. PETERSON
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES 2-30-1981

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in file Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAR 12 1980

Quita Lachar
COUNTY CLERK,
HARRIS COUNTY, TEXAS



FILED
MAR 12 11 29 AM 1980
Quita Lachar
COUNTY CLERK
HARRIS COUNTY, TEXAS

152-05-751