

W. J. ...
D. J. ...

ELM GROVE VILLAGE, SECTION ONE
PROTECTIVE COVENANTS

15

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

FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona Corporation with a permit to do business in the State of Texas, having an office in Houston, Harris County, Texas, acting herein for itself and KING RANCE, INC., a Texas Corporation with its office and principal place of business in Kleberg County, Texas, hereinafter jointly called "Friendswood", being the owners of that certain tract of land, containing 171.639 acres out of the John W. Asbury Survey, A-91, the H. T. & B. R.R. Co. No. 5 Survey, A-422 and the Harrison McClain Survey, A-529, in Harris County, Texas, which Friendswood has platted into a subdivision known as Elm Grove Village, Section One, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 239, Page 33 in the Map Records of Harris County, Texas, to which reference is here made for all purposes, does hereby establish, adopt and promulgate the following Protective Covenants which shall be applicable to the lots in said subdivision:

1150

PART I

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 building shall be erected, altered or permitted to remain on any lot other than one detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars and bona fide servants' quarters, which structure shall not exceed the main dwelling in height or number of stories.
3. No building, shed, playhouse, patio cover or such accessory structure or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction (including, but not by way of limitation, re-roofing materials and the color thereof), on any lot until the

construction plans, type of materials and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by Friendswood, or its assignee hereinafter provided for, as to compliance with these covenants, the applicable Minimum Construction Standards adopted and promulgated from time to time by Friendswood for said subdivision, and as to quality of materials, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation, such approval being only for such purposes and shall not indicate Friendswood's approval for any other purpose. In the event Friendswood fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt thereof, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

4. The living area of the main residential structure, exclusive of porches, garage and servants' quarters shall be not less than 1,200 square feet for a dwelling. No more than one dwelling shall be built on any one lot or building site as defined in Paragraph 6 below.

5. No building shall be located on any lot nearer to the front lot line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Notwithstanding the foregoing sentence, no attached garage located nearer than thirty-five (35) feet to the front property line shall face and open at less than a ninety (90) degree angle to the front property line. No detached garage located nearer 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. Subject to the provisions of Paragraph 6, no building shall be located nearer than six (6) 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.

Friendswood or its assignee, at its sole discretion, is hereby permitted to approve deviations in building setback lines as hereinabove set out and building area and location in instances where, in their judgements, 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 covenants.

6. 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 lines 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 no less than the minimum frontage of lots in the same block.

7. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and/or provided by instruments of record or to be recorded, and no structure shall be erected on any of said easements. Neither Friendswood 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 improvements of the owner located on the land covered by said easements.

Utility companies furnishing underground electric, gas and telephone service in the subdivision shall have easements granted by recorded instruments and/or as shown on the recorded subdivision plat. The owner of each lot in Elm Grove Village, Section One, shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to

be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop, in accordance with the then current standards and specifications of the electric company, for the residence constructed on such owner's lot. 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, three-wire, 60 cycle alternating current.

Easements for the underground service may be crossed by driveways and walkways provided the developer or builder makes prior arrangements with and secures necessary approval from the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit 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 other improvements, including buildings, patios or other pavings, and neither Friendswood nor any utility company using the easement 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 (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the owner located on the land covered by said easements.

In the event that audio and video communication services and utilities are made available to any of said lots by means of underground coaxial cable system, the company furnishing such services and facilities shall have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed upon said lot.

5. 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 Friendswood for itself or its successors or assigns to be used for sales or construction offices, or model homes, for a maximum period of seven (7) years from the date hereof. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

Any building, shed, playhouse, accessory structure or improvement, other than the main residence, servants' quarters and garage, shall be limited to eight (8) feet in height and must be approved in accordance with Paragraph 3, Part I of these Protective Covenants. Temporary structures may be used as building offices and for other related purposes during the construction period provided prior approval has been granted by Friendswood or its assignee in accordance with Paragraph 3, Part I hereof and such structures shall be removed upon completion of construction on the applicable lot.

No boats, trailers, campers, buses, inoperative vehicles of any kind, camp rigs off trucks, or boat rigging or other such similar items shall be parked or stored permanently on any public street, right-of-way or on and beside driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view.

10. No animals, livestock or poultry of any kind shall be raised bred or kept on any lot. Dogs, cats or other common household pets may be kept, 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.

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

that the front building setback line. No side or rear fence, wall or hedge shall be more than six (6) feet high. No side fence shall be located on any corner lot nearer than the building line setback shown on the recorded plat for said subdivision. No fence shall be constructed on lots adjoining greenbelt areas without prior written approval of Friendswood or its assignee. No wire fences shall be permitted.

12. No object or thing shall be placed or planted on the corner lots which obstructs sight lines at elevations between two (2) and six (6) feet above the top of the street curb 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).

13. The drying of clothes in public view is prohibited, and the owner or occupant of any lot at the intersection of streets or adjacent to parks, playgrounds, greenbelt 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.

14. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of each lot shall in no event use any lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, leaves, trash or rubbish except by use of an incinerator approved by Friendswood, its successors or assigns, and then only under such conditions as permitted by law. All yard equipment, wood piles 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.

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, Friendswood or its assignee, 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 nonpayment by the property owner, a vendor's lien is herein and hereby retained against the above-described property in favor of Friendswood or its assignee 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 Friendswood or not.

15. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the properties or on any lot except lot or lots designated by Friendswood for use as sales offices and except for one sign for each building site, which building site sign may have one maximum dimension of twenty-four (24) inches and a maximum area of 576 square inches, advertising the property for sale or rent except signs used by Friendswood, its successors or assigns, to advertise the property during the construction and sales period. Friendswood or its assignee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said lots, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

16. The digging of dirt or removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction of such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

17. 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.

18. Reference is hereby made to the Declaration of Covenants, Conditions and Restrictions dated *July 6, 1977*, executed by Friendswood and recorded under File No. *F211306*, Film Code No. *169-18-1807*, in the Official Public Records of Real Property of Harris County, Texas, and the provisions of said Declaration creating an assessment charge against the lots in Elm Grove Village, Section One, are hereby incorporated in these Protective Covenants 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.

Reference is also made to that certain instrument entitled Declaration of Covenants, Conditions and Restrictions dated December 7, 1972, executed by Friendswood, and recorded under File No. D757823, Film Code No. 154-29-0868, in the Official Public Records of Real Property of Harris County, Texas, as amended by those certain instruments dated April 1, 1976, recorded under File No. E737263, Film Code No. 139-07-2167, in the Official Public Records of Real Property of Harris County, Texas, and November 4, 1976, recorded under File No. E961352, Film Code No. 153-13-0041 in the Official Public Records of Real Property of Harris County, Texas, and to that certain instrument of Annexation dated *July 6, 1977*, recorded under File No. *F211365* Film Code No. *169-18-1861* in the Official Public Records of Real Property of Harris County, Texas, and the provisions of said Declara-

tion and instrument of Annexation creating an assessment charge against the lots in Elm Grove Village, Section One, are hereby incorporated in these Protective Covenants as if set out 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.

19. Friendswood hereby retains the right to assign its rights to approve or disapprove plans and specifications, location of structures, 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 Directors of Elm Grove Village Community Association as long as that Association is collecting and administering its annual assessment charge against the lots in Elm Grove Village, Section One. 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 record of the County Clerk of Harris County, Texas.

PART II

1. These covenants are to run with the land, and shall be binding upon Friendswood and its successors and assigns and all persons claiming under them and all subsequent property owners of said above-described land, and any part of same, for a period of time extending forty (40) years from and after the date hereof, at which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; provided that 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 these protective covenants by reference to this document, but whether or not such reference is made, each and all of such protective covenants shall be valid and binding upon the respective grantees.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any said lots or by Friendswood Development Company or its successors or assigns, or by the Association collecting and administering the annual assessment charge of the Elm Grove Village Community Association.

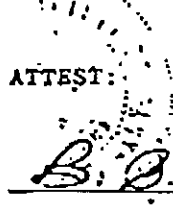
3. Invalidation of one or more of these covenants, by judgment or court order or otherwise, shall in nowise affect any other covenant, restriction or condition, but all of such other covenants, restrictions or conditions shall continue and remain in full force and effect.

4. It is specifically provided that a violation of these protective 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.

FIRST INTERNATIONAL BANK IN HOUSTON, as lienholder of the hereinabove-described land, has hereunto caused its name to be signed and its seal to be affixed, and the same to be done and attested by the signatures of its duly authorized officers for the purpose of consenting to, ratifying, confirming and adopting these Protective Covenants.

IN WITNESS WHEREOF, FRIENDSWOOD DEVELOPMENT COMPANY 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, this 6th day of July, 1977.

ATTEST:

B. D. Dicus
Secretary

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

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

RECORDED
OR FILED
DATE

ATTEST:

W. H. Linn

FIRST INTERNATIONAL BANK IN HOUSTON, N.A.
(Formerly First International Bank in Houston)

By: Leslie R. ...
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 considerations therein expressed and in the capacity therein stated, and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY, which company acted in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of July, 1977.


Cora L. Casey
Notary Public in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

CORALE CASEY
Notary Public in and for Harris County, Texas
My Commission Expires 7-31-78

BEFORE ME, the undersigned authority, on this day personally appeared Perry Russell and Larry L. Lipschultz known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Senior Vice President and Administrative Officer of FIRST INTERNATIONAL BANK IN HOUSTON, a national banking association, and acknowledged to me that they executed the said instrument for the purpose and considerations therein expressed, as the act of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of July, 1977.


Margaret E. ...
Notary Public in and for
Harris County, Texas

After Recording Return To
G. B. Mitchell, Jr.
Friendwood Development Company

MARGARET E. ...

attested by the signatures of its duly authorized officers, this

6th day of July, 1977.

ATTEST:

B. D. Biese
Secretary

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

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

BY
Scribe
OR
Treas.
OR
Clerk

ATTEST:

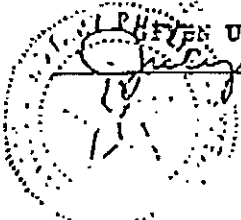
L. H. Linsenbach

FIRST INTERNATIONAL BANK IN HOUSTON, N.A.
(Formerly First International Bank in Houston)

By: Lacey Luman
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 considerations therein expressed and in the capacity therein stated, and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY, which company acted in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of July, 1977.

Coralie Casey
Notary Public in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS

CORALIE CASEY
Notary Public in and for Harris County, Texas
My Commission Expires 2-31-79.

BEFORE ME, the undersigned authority, on this day personally appeared Perry Russell and Larry J. Linsenbach, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Senior Vice President and Administrative Officer of FIRST INTERNATIONAL BANK IN HOUSTON, a national banking association, and acknowledged to me that they executed the said instrument for the purpose and considerations therein expressed, as the act of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of July, 1977.

Margaret E. Huff
Notary Public in and for
Harris County, Texas

After Recording Return To
G. B. Mitchell, Jr.