

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

106-81-1653

761973

That 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, hereinafter called "Friendswood", being the owner of that certain tract of land, containing 55.975 acres out of the Section 17, A-908, W.C.R.R. Co. Block 2 Survey, Harris County, Texas, which Friendswood has platted into a subdivision known as Deerfield Village, Section Four, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 257, Page 13 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 Conditions, Covenants and Restrictions which shall be applicable to said subdivision.

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 or improvements (including mail boxes and mail box support posts) of any character shall be erected or placed, or the erection thereof begun, or changes made in the design thereof after original construction, on any lot until the construction plans 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 restrictions, the applicable Minimum Construction Standards adopted and promulgated by Friendswood for said subdivision, and as to quality of materials, color, harmony of external design with existing and proposed structures, and as to location with respect to topography and finish grade elevation, such approval of plans being only for such purpose and specifically, but not without limitation, shall not be construed as any representation by Friendswood as to, or responsibility for, the design of the improvements or the ultimate construction thereof by builder or its or his successors, heirs, or assigns. In the event Friendswood fails to approve or disapprove such plans and specifications within three (3) 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 1,800 square feet for a one-story dwelling nor less than 2,200 square feet for a two-story structure. No more than one dwelling shall be built on any one lot or building site.

RETURN TO
AMERICAN TITLE COMPANY
HARRIS COUNTY ABSTRACT CO.
3RD FLOOR NIELS ESPERSON BLDG.
HOUSTON, TEXAS 77002

Handwritten signature

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5. 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 provision of Paragraph 6, no building shall be located nearer than five (5) feet to an interior lot line, except that a garage or other permitted accessory building located seventy-five (75) 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.

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. 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 its judgment, 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.

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 not 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 no structure shall be erected on any of said easements. Neither Friendswood nor any utility company or governmental entity 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.

Underground electric, gas and telephone service shall be available to all lots in the subdivision, and the utility companies furnishing the service shall have easements as shown on the recorded subdivision plat. The owner of each lot in Deerfield Village, Section Four, 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 Friendswood or Builder makes prior arrangements with 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 esements 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 an underground coaxial cable system, the company furnishing such services and facilities shall have a two (2)-foot wide easement, hereby reserved, along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said lot, and in a direct line from said nearest utility easement to said point of connection.

8. No activity, whether for profit or not, shall be carried on on any lot which is not related to single-family residence purposes, except on those lots which may be designated by Friendswood, its successors or assigns, to be used for sales offices, construction offices and storage yards and buildings for a maximum period of ten (10) years from the date hereof. During the period of time that said lots are so utilized, the storage yards and buildings or structures constructed or situated thereon shall not be subject to the conditions, covenants and restrictions herein set out. 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 or structure, other than the main residence 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, recreational vehicle, inoperative vehicles of any kind, camp rigs off truck, or boat rigging or other similar items shall be parked or stored permanently or semi-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. Semi-permanent storage is hereby defined to be location in one place for a period of 72 hours or longer.

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10. 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.

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 than 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 lot along Heathersage Drive, nearer than the building line setback shown on the recorded plat for said subdivision. No fence shall be of wire or chain link construction. No fence shall be constructed, replaced, or altered on lots which abut the greenbelt system without the prior written approval of Friendswood or its assignee.

12. No object or thing shall be placed or planted on 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 extension thereof).

13. 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.

14. All lots shall be kept at all times in a sanitary, healthful, safe and attractive condition, 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 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, trash or rubbish except by use of an incinerator approved by Friendswood, its successors or assigns, 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.

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) day's 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, safe 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

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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 any purchase money lien or mortgage. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through other court proceedings shall not cut off and extinguish the liens securing said charge which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any lot and/or unit from the liens securing said charge thereafter becoming due and payable, nor shall the personal obligation of the owner foreclosed be extinguished by any foreclosure.

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 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, for the sole purpose of 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 sign, advertisement, billboard or structure which is placed on a lot in violation of this covenant, 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 the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such lot. No trees shall be cut without the prior written approval of Friendswood except to remove dead trees.

17. No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any of the lots, houses or buildings constructed in this subdivision. 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.

18. Reference is hereby made to the Community Services Charge applicable to Deerfield Village, Section One, created by that certain instrument executed by Friendswood Development Company, dated October 9, 1975, and recorded in the Office of the County Clerk of Harris County, Texas, under File No. E564713, Film Code No. 128-13-2162, Official Public Records of Real Property of Harris County, Texas, and that certain annexation instrument dated August 22, 1978, and recorded in the Office of the County Clerk of Harris County, Texas, under File No. F757301, Film Code No. 105-94-1595, Official Public Records of Real Property of Harris County, Texas, and the provisions of such instruments creating said Community Services Charge 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.

19. Friendswood hereby retains the right to assign its rights, in whole or in part, 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 Trustees of Deerfield Village Community Association, Inc. 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.

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 lands, and any part of same, for a period extending until June 30, 2010, 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. Deed 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.

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 to obtain any other relief authorized by law. Such enforcement may be by the owner or owners of any of said lots or by Friendswood or its successors or assigns, or by the Association collecting and administering the Community Services Charge.

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 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.

Friendswood or its assignee, at its sole discretion, is hereby permitted to approve deviations in the Protective Covenants hereinabove set out where, in its judgment, 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.

Mellon Bank, N.A., Pittsburgh, Pennsylvania, as lienholder of land within Deerfield Village, Section Four, has hereunto caused its name to be signed and the same to be done by the signatures of its duly authorized officer for the purpose of consenting to this instrument.

IN WITNESS WHEREOF Friendswood Development Company 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 signature of its duly authorized officers this 22nd day of August, 1978.

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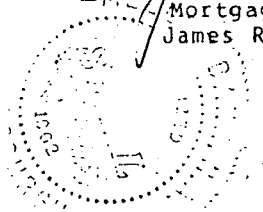
B. P. Pierce
Secretary
B. P. PIERCE

FRIENDSWOOD DEVELOPMENT COMPANY

By R. D. Leonhard
Vice President
R. D. Leonhard

Handwritten initials and signatures, including 'W.S.' and '1978'.

ATTEST:



James R. Starman
Mortgage Officer
James R. Starman

MELLON BANK, N.A.

By Paul J. Brown
Assistant Vice President
Paul J. Brown

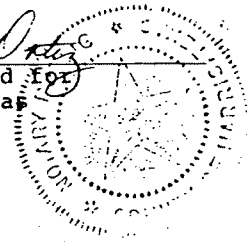
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STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared R. D. Leonard, 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 FRIENDSWOOD DEVELOPMENT COMPANY and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of August, 1978.

Veronica Ortiz
Notary Public in and for
Harris County, Texas
Veronica Ortiz
My Commission Expires:
Dec. 19, 1978

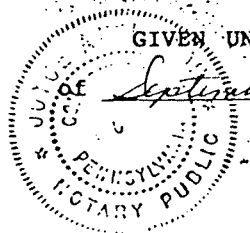


106-81-1660

COMMONWEALTH OF PENNSYLVANIA |
COUNTY OF ALLEGHENY |

BEFORE ME, the undersigned authority, on this day personally appeared Paul J. Brown, known to me to be the person whose name is subscribed to the foregoing instrument as Assistant Vice President of MELLON BANK, N.A., and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said MELLON BANK, N.A., and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of September, 1978.



Joyce Anderson
Notary Public in and for
Allegheny County, Pennsylvania

JOYCE ANDERSON, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires March 15, 1982