

PROTECTIVE COVENANTS

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

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 24.808 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 6, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded in Volume 343, Page 40 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 said subdivision.

PART I

**Maintenance and Use**

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 structure not to exceed two stories in height. Each residence shall have a private garage for not more than three cars, which garage shall not exceed the main residential structure in height or number of stories. No residence shall be constructed on less than the equivalent of one Lot as shown on the Plat. No part of the main structure or garage shall be used as a second dwelling unit for rental purposes
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. Such approval shall be as to compliance with these restrictions, the applicable Minimum Construction Standards adopted and promulgated by Friendswood, or its assignee, for said subdivision, and as to quality of materials, color, harmony of external design with existing and proposed structures. Such approval of plans being only to insure the above compliance and specifically, but not without limitation, shall not be construed as any representation by Friendswood, or its assignee, as to, or responsibility for, the design or quality of the improvements or the ultimate construction thereof. 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.
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 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.

8. No activity, whether for profit or not, shall be carried 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 vehicles, inoperative vehicles of any kind, camp rigs off truck, or boat riggings 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 located in one place for a period of 72 hours or longer.

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 if 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 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, playground 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 assign, and then only during such condition, 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. These requirements are enlarged to include those strips or parcels of land abutting owner's lot or lots located between owner's property line and the edge of the curb on the adjacent street.

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 garage, 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 by the property owner, a vendor's lien and a continuing and contractual lien, enforceable through judicial proceedings, are 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 prior to foreclosure 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 or its assignee except to remove dead or diseased trees or provide room for permanent improvements.

17. Devices for transmitting or receiving radio, television, or other electronic signals, including satellite dishes, shall not be permitted on any portion of the subdivision unless located so as not to be visible from any public street. If located on a roof, such device shall in addition be located to the rear of the roof ridge line and/or gable of the main structure and shall not extend above the highest point of such structure. A satellite dish shall not be greater than six feet in height and shall be completely screened from public view by a fence that itself is in full conformity with these Protective Covenants. An owner may apply for a variance in the location of such devices, or for approval of other aerial devices such as electronic antenna, by submitting a plan showing the location, height, and type of materials to Friendswood or its assignee, as applicable, for approval in accordance with Part I, Paragraph 3.

## PART I.

### Architectural Control

2. No building shall be erected, altered or permitted to remain on any lot other than one detached single-family residential structure not to exceed two stories in height. Each residence shall have a private garage for not more than three cars, which garage shall not exceed the main residential structure in height or number of stories. No residence shall be constructed on less than the equivalent of one Lot as shown on the Plat.
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 anyone lot or building site.
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 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 deviation will result in a beneficial use which is not adverse to the subdivision as a whole. 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/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 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.

Friendswood reserves unto itself, its successors and assigns, as well as unto Harris County Municipal Utility District No. 136, Houston Lighting & Power Company, Entex, Southwestern Bell Telephone Company, and any other public utility company, their successors and assigns, the right at all times to use any and all areas shown on said recorded map or plat of Deerfield Village, Section 6, as a utility easement or other area dedicated to the public use, for the purpose of laying, placing, installing, maintaining, repairing, replacing, or constructing all kinds and types of power lines, telephone lines, television lines, audio or video communications 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 such services.

An electrical distribution system has been or will be installed in the Property, in a service area that will embrace all of the lots which are platted in the subdivision. In the event that these are constructed within the subdivision structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area shall embrace all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the owner or Friendswood, shall, at its 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 at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the 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 electrical company furnishing service shall make the necessary connections at said point of attachment and at the meter.

Friendswood has either by designation on the plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair, and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the owner and developer thereof, shall at its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as this service is maintained in the Property, the electric service to each dwelling unit shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the electric distribution system in the subdivision at no cost to Friendswood (except for certain conduits, where applicable, and except as hereinafter provided) upon Friendswood's representation that the lots are being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes, and apartment structures, all of which are designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), built for sale or rent, and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve( s) shown on the plat as such plat exists at the execution of the agreement for underground electric service between the electric company and Friendswood or thereafter. Specifically, but not by way of limitation, if an owner in a former reserve undertakes some action which would invoke a per front lot foot payment if such action has been undertaken in the Property, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless the electric company has previously been paid for service to the reserve(s). The provisions of the two preceding paragraphs do not apply to any future nonresidential development in the reserve(s).

The electric company has installed the electric distribution system in Said Land, at no cost to Friendswood (except for certain conduits, where applicable, and except as hereinafter provided) upon Friendswood's representation that Said Land is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each

dwelling unit.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat of Said Land as such plat exists at the execution of the agreement for electric service between the electric company and Friendswood or thereafter. Specifically, but not by way of limitation, if a lot owner in a former reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in Said Land, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Friendswood has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such reserve(s).

Easements for utility service may be crossed by driveways and walkways provided the person seeking to cross the easement makes prior arrangements with the utility companies furnishing electric, gas, cable television 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 service shall be kept clear of all other improvements, including buildings, patios or other pavings, and 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 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.

### **Enforcement and Administration of the Protective Covenants**

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 assign, and then only during such condition, 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. These requirements are enlarged to include those strips or parcels of land abutting owner's lot or lots located between owner's property line and the edge of the curb on the adjacent street.

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 garage, 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 by the property owner, a vendor's lien and a continuing and contractual lien, enforceable through judicial proceedings, are 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 prior to foreclosure be extinguished by any foreclosure.

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. E565236, Film Code No. 128-14-1252, Official Public Records of Real Prop-erty of Harris County, Texas, and that certain annexation instrument dated 7/25/89 and filed under Clerk's File No. M263944, Film Code No. 153-71-1997 in the 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 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 committee 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.

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 assign, 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 no way 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 anyone 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.

5. 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 beneficial use which is not adverse to the subdivision as a whole. Such approvals must be granted in writing and when given, will become a part of these restrictions.

IN WITNESS WHEREOF Friendswood Development Company has caused these Protective Covenants to be executed on July 25, 1989.

FRIENDSWOOD DEVELOPMENT COMPANY

By Robert F. Bradley  
Vice- President

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on July 25, 1989 Robert F. Bradley, Vice-President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona Corporation, on behalf of said corporation.