

# MILLS BRANCH VILLAGE, SECTION ONE PROTECTIVE COVENANTS

## STATE OF TEXAS COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: THAT FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in the State of Texas, having an office at 700 Rockmead Drive, Suite 110, Kingwood, Harris County, Texas, and King Ranch, 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 77.756 acres out of the Gary Gory Survey, A-303, and the John W. Asbury Survey, A-91, in Harris County, Texas, being an unincorporated area situated within the extraterritorial jurisdiction of the City of Houston, which Friendswood has platted into a subdivision known as Mills Branch 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 328, Page 1 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 only to the lots as shown in said subdivision. plat, and not to any of the Unrestricted or Restricted Reserves shown thereon:

### PART I

1. Each lot shall be used 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 two (2) cars over which improvements may be erected provided such improvements are for residential purposes (including bona fide servants' quarters and game rooms) and provided such structure shall not exceed the main dwelling in height or number of stories.

3. No building, shed, playhouse 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, reroofing materials and the color thereof), 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 from time to time by Friendswood, or its assignee, for such 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 shall not indicate Friendswood's approval for any other purpose and specifically, but without limitation, shall not be construed as any representation by Friendswood as to, or responsibility for, the design or quality of the improvements or the ultimate construction thereof. In the event Friendswood or its assignee fails to approve or disapprove such plans and specifications within thirty (30) days after the actual receipt thereof, approval shall not be required and the related covenants set out therein shall be deemed to have been fully satisfied.

4. The living area of the main residential structure, exclusive of the porches, garage and servants' quarters shall be not less than 800 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. Improvements for each lot shall be designed and constructed so as to have one outside wall abutting the side property line designated as the "zero setback line" for that lot by the Architectural Control Committee (NACCO), except in the case of corner lots or unless a different layout is authorized in writing by the ACC. Corner lots may have a "zero setback line" opposite the side street. No structure shall be located on any lot nearer to the front line or nearer to the street side line than the minimum

building setback line shown on the recorded plat. There shall be a building setback of ten (10) feet between the abutting side lot line and the single-family residence on the adjoining lot. Each single-family residence shall be constructed a minimum of ten (10) feet from the rear lot line excluding patios, patio covers, trellises, and the like improvements. To provide for uniformity and proper utilization of the building area within the lots, dwellings or appurtenant structures on a lot shall not be less than six (6) feet from the dwelling or appurtenant structure located on any contiguous lot(s). No windows, doors or other openings may be placed in the wall built on or parallel to the "zero setback line" unless the wall is a minimum of three (3) feet from the "zero setback line" except that walls on the "zero setback line" may have openings if such wall faces onto a reserve or easement or street right of way. The side wall of the dwelling or appurtenant structure built abutting the "zero setback line" shall be constructed using permanent low maintenance material as approved by the ACC and such walls shall satisfy the City of Houston Building Code fire resistance requirements. The owner of any adjacent lot shall not attach anything to a side wall or fence located upon the "zero setback line", nor shall the owner of any adjacent lot alter in any manner, i.e., structure, color, material or otherwise the side wall or fence located upon the "zero setback line" without the (i) written approval of the ACC and (ii) written consent of the adjoining lot owners.

All lots within the property shall be conveyed subject to a three-foot (31) wide easement adjacent to one (1) side lot line of each lot where such side lot line abuts improvements located on the "zero setback line" of the adjacent lot, and the right to create, grant and reserve such easements is hereby reserved by Declarant for itself and its successors in interest. Said easements, the uses and purposes of which are set out below shall be granted or reserved by reference hereto. The following rules prescribe the terms, conditions and uses of such easements, both by the owner of the easement (the dominant tenement) and the owner of the land under the easement (the servient tenement):

(a) The owner of the dominant tenement (the lot which is benefited by the easement), except as otherwise provided herein, shall have

the right to use the easement area solely and only for the purpose of the construction, maintenance, painting, repairing and rebuilding of the side Privacy wall or fence situated adjacent and abutting the easement area and of any overhanging eave within or adjacent to the easement area. Additionally, this easement, when used for any of the above described purposes must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. Except in the event of an emergency, the owner of the dominant tenement must notify the owner of the servient tenement of his intent to do any construction or maintenance, which requires the use of the easement, at least two (2) days before any work is started, with the hours that such easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. In the event of any emergency, no such notice is necessary.

(b) The owner of the servient tenement shall have the right at all reasonable times to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.

(c) The owner of the servient tenement shall have the right of surface drainage over, along and upon the easement area for water resulting from the normal use of the servient tenement and the dominant tenement shall not use the easement area in such a manner as will interfere with such drainage.

(d) The owner of the dominant tenement shall not attach any object to the side of the privacy wall, fence or eaves facing onto the easement area. However, the owner of the dominant tenement shall have the right to locate an overhanging eave, which is an integral part of the residence or garage structure, within said easement.

The ACC shall have the right to establish building setback criteria for each Commercial Unit on a case by case basis.

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 any structure on a lot to encroach upon another lot except as noted above. Declarant reserves the right to modify these minimum setback criteria for any additional land made subject to this Declaration.

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 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.

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, 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 Utility District No. 10, Houston Lighting & Power Company, Entex, Inc., Central Telephone Company of Texas, 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 said recorded map or plat of Mills Branch Village, Section One, 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, collection system and its appurtenances, to service, furnish or supply this subdivision and any and all adjoining or contiguous property with such services.

Utility companies furnishing underground electric, gas, telephone and audiovisual communications services 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 Mills Branch 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 location and installation of the meter for the electric service to each dwelling unit. 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, 120/140, 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 the utility companies furnishing electric, gas, telephone, and audio-visual communications services 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 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 a conduit has been installed as outlined above) of the owner located on the land covered by said easements.

The audio and video communication company furnishing such services and facilities shall have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement to the point of connection on the permanent improvement or structure constructed, or to be constructed, upon said lot.

8. No activity, whether for profit or not, shall be permitted 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 or construction offices for a period of time commensurate with its home construction program. 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, satellite antenna, accessory structure or improvement, other than the main residence and garage shall be limited to eight (8) feet in height above natural ground 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 of these Protective Covenants and such structures shall be removed upon completion of construction on the applicable lot.

No boats, trailers, recreational vehicles, buses, inoperative vehicles of any kind, camp rigs off truck, or boat rigging or any item deemed offensive by the ACC shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on and/or beside 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. (Storage is defined as parking without movement for a period of forty-eight (48) consecutive hours or more). No boats, trailers, campers, buses, trucks (excluding pickup trucks), tractors, recreation vehicles, commercial vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs off truck, boat rigging or any item deemed offensive by the ACC may be parked on any public street, right-of-way or driveway in excess of forty-eight (48) hours during a period of seven (7) consecutive days.

10. Dogs, cats, and other usual and ordinary house pets may be kept in any home, not to exceed a total of two (2) pets, provided they are not kept, bred, or maintained for any commercial purpose. Livestock and poultry shall not be raised, bred, or kept on any lot. Notwithstanding the foregoing, no animals may be kept on a lot which result in an annoyance or are obnoxious to residents of the property.

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 corner lot 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 on lots adjoining the greenbelt without 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, attractive and safe condition, and the owner or occupant of all lots shall keep all weeds, grass and dead trees 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, leaves 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 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. Woodpiles shall be neatly maintained.

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, 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 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, 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. Any signs for Commercial Units shall be subject to the prior review and approval of the ACC.

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 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 antennas 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, such as electronic antenna, by submitting a plan showing the location and type of materials to Friendswood or its assignee for approval in

accordance with Paragraph 3, Part I of these Protective Covenants.

18. All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure. The ACC shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

19. The roof of any building shall be constructed or covered with asphalt or composition type shingles in earth tone colors, which must first be approved by the ACC; wood shingles, crushed marble, slag or pea gravel set in a built up type roof on roof surfaces not visible from the fronting street; concrete or clay tile, slate, or aluminum shingles in earth tone colors as approved by the ACC. Any other type roofing material shall be permitted only at the sole discretion of the ACC.

20. Friendswood retains 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 Directors of Mills Branch Village Community Association, as long as that Association is collecting and administering the assessment for Mills Branch 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.

## 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 of forty (40) years from 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 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 obtain any other relief authorized by law. Such enforcement may be by the owner of any said lots or by Friendswood or its successors or assigns or by the Association collecting and administering the assessment for Mills Branch Village.

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 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.

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.

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 13th day of December 1984.

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

G.B. Mitchell Asst. Secretary

Pope Shealy, Vice President

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 13th day of December 1984, by POPE B. SHEALY, Vice President of FRIENDSWOOD DEVELOPMENT CO, an Arizona corporation, on behalf of said corporation, which corporation also acted as attorney-in-fact on behalf of KING RANCH, INC., a Texas corporation.

Coralee Casey  
Notary Public, State of Texas  
My Commission Expires January 16, 1988