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DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS

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STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS

174-33-0856

THIS DECLARATION, made on the date hereinafter set forth by FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC., hereinafter referred to as "Declarant".

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WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Elijah Votaw Survey, A-823, and P. Whitty Survey, A-1458, County of Harris, State of Texas, which is more particularly described as three tracts or parcels of land in Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes.

NOW THEREFORE, Declarant hereby declares that all of the properties described above and which may be hereafter added or annexed by Declarant shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodland Hills Trail Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or apartment, townhouse or patio house living unit or tract of Commercial Land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and for the free flow of pedestrian and bicycle traffic to and from the adjoining common area or areas of an adjoining association or associations and to and from common area or areas contiguous thereto. The Common Area to be owned by the Association at the time of the conveyance of the first lot is 17.8348 acres of land in the Elijah Votaw Survey, A-823, in Harris County, Texas, said 17.8384 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto, made a part hereof and incorporated herein for all purposes.

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Section 5. "Lot" shall mean and refer to any plot of land or apartment, townhouse or patio house living unit shown upon any recorded subdivision map of the Properties with the exception of any Commercial Land, public school land, church land and the Common Area.

Section 6. "Commercial Land" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and restricted to commercial use or any plot of land within the boundaries of the Properties which is subject to a use restriction other than residential by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris or Montgomery County, Texas, with the exception of any Lot, public school land, church land and Common Area.

Section 7. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., its successors and assigns if such successors or assigns should acquire the property from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the

Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot or Commercial Land remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Commercial Land which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Commercial Land which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or tract of Commercial Land

owned. When more than one person holds an interest in any Lot or Commercial Land, all such persons shall be members. The vote for such Lot or Commercial Land shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or tract of Commercial Land.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot or tract of Commercial Land owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or tract of Commercial Land owned within the Properties, hereby covenants, and each Owner of any Lot or Commercial Land by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein-after provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for street lighting, cleaning and sweeping of all of that one-half (1/2) of Kingwood Drive, Woodland Hills Drive and Northpark Drive streets adjacent to Woodland Hills Village, mowing and maintenance of all of one-half (1/2) of the esplanades within such adjacent streets, mowing of, maintenance of surface drainage swales in, removal of dead trees and brush from, cleaning out culverts under pathways on, emptying trash and garbage receptables located in, care of diseased and insect infested trees, and repairs of pathways in the Common Area.

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Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty and no/100 Dollars (\$30.00) per lot and Thirty-Five Cents (\$0.35) per 100 square feet, or fraction thereof, of Commercial Land.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction,

repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and Commercial Lands and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and Commercial Lands on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot and tract of Commercial Land at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the association setting forth whether the assessments on a specified Lot or tract of Commercial Land have been paid.

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Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Commercial Land.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Commercial Land shall not affect the assessment lien. However, the sale or transfer of any Lot or Commercial Land pursuant to mortgage foreclosure or any preceding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Commercial Land from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for

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successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the P. Whitty Survey, A-1453, and A. B. Langerman Survey, A-1196, in Harris County, Texas, H.T.&B. R.R. #3, A-1719, in Harris County, Texas, and A-283 in Montgomery County, Texas and in the Elijah Votaw Survey, A-823, in Harris County, Texas, and A-580 in Montgomery County, Texas, said land being more particularly described in Exhibit "C" attached hereto, may be added or annexed to the land described in Exhibit "A" and made subject to the terms hereof by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and VA determine that the addition or annexation is in accord with the general plan theretofore approved by them; however, Declarant shall not be obligated to add or annex such additional land. Such additional land which may be added or annexed shall become subject to the Annual Assessment existing at the time of such addition or annexation.

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Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Addition or annexation of additional lands, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7th day of September, 1972.

FRIENDSWOOD DEVELOPMENT COMPANY ²⁰
Acting Herein for Itself and for
KING RANCH, INC.
Declarant

By J. C. Byrd
J. C. BYRD, VICE PRESIDENT ⁴

RETURN TO → HUBERT SMITH
P.O. DRAWER 809
HUMBLE, TEXAS
77338



SECRETARY

BEFORE ME, the undersigned authority, on this day personally appeared J. C. BYRD, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of FRIENDSWOOD DEVELOPMENT COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of September, 1972.

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Gloria Gay Livingston
Notary Public in and for
Harris County, Texas

GLORIA GAY LIVINGSTON
Notary Public in and for Harris County, Texas
My Commission Expires 6-1-73

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COUNTY CLERK
HARRIS COUNTY, TEXAS
R. Livingston