

**CONSOLIDATED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
PROTECTIVE COVENANTS OF MILLS BRANCH VILLAGE**

STATE OF TEXAS           §  
                                      §  
COUNTY OF HARRIS       §

WHEREAS, Mills Branch Village Community Association, Inc., (the "Association"), a Texas non-profit corporation, is the governing entity for Mills Branch Village, Sections 1-6, subdivisions, in Harris County, Texas, according to the maps or plats thereof recorded in the Map Records of Harris County, Texas, under Clerk's File No. J743344, L078799, M858027, N294655, N713496, and N881906, respectively, along with any amendments, annexations, or replats thereto (the "Subdivision"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions was adopted, established, and promulgated by Friendswood Development Company, an Arizona for-profit corporation, and King Ranch, Inc., a Texas for-profit corporation (collectively, the "Declarant" or "Friendswood"), and are recorded in the Real Property Records of Harris County, Texas, under Clerk's File No. J825812, along with any amendments, annexations, or supplements thereto (the "Declaration"); and

WHEREAS, the Mills Branch Village, Section One Protective Covenants; Mills Branch Village, Section Two Protective Covenants; Mills Branch Village, Section Three Protective Covenants; Mills Branch Village, Section Four Protective Covenants; Protective Covenants, Mills Branch Village, Section Five; and Protective Covenants, Mills Branch Village, Section Six were adopted, established and promulgated by Declarant, are recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. U825813, L958857, M878388, N426625, N922370, and P029690, respectively, along with any amendments, annexations, or supplements thereto (the "Protective Covenants") and;

WHEREAS, the Board of Directors of the Association desire to restate and consolidate the Declaration and Protective Covenants into one document, for ease of reference by the Association, its Directors, and its Member; and

RP-2022-173499

WHEREAS the provisions of the aforementioned Declaration, Protective Covenants, and any amendments, annexations, or supplements thereto filed in the Real Property Records of Harris County, Texas, remain in full force and effect as they appear; this instrument merely acting to consolidates those instruments for the convenience of the Association and its Members;

NOW, THEREFORE, pursuant to the foregoing recitals, the Association, through its Board of Directors adopts the following as the Consolidated and Restated Declaration of Covenants, Conditions, and Restrictions and Protective Covenants of Mills Branch Village:

**[CONSOLIDATED AND RESTATED INSTRUMENTS ON FOLLOWING PAGE]**

RP-2022-173499

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Mills Branch Village Community Association, a non-profit corporation incorporated under the laws of the State of Texas, its successors and assigns.

Section 2. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, Parcel, Apartment 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 4. "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 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot, Parcel, Apartment or tract of Commercial Land is: None.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception, however, of any Parcel, Apartment, Commercial Land, public school land, church land, any Common Area and all restricted reserves until such time as the use of said restricted reserves shall be defined by a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

Section 7. "Parcel" shall mean and refer to any residential townhouse or patio home on land situated within the Properties and which land is made subject to residential townhouse or patio home use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

Section 8. "Apartment" shall mean and refer to any residential living unit in an apartment building on land situated within the Properties and which land is made subject to residential apartment use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas.

Section 9. "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 made subject to a commercial use restriction by virtue of a deed or other legal instrument of record in the office of the County Clerk of Harris County, Texas, with the exception of any Lot, Apartment, Parcel, public school land, church land and Common Area.

Section 10. "Declarant" shall mean and refer to Friendswood Development Company and King Ranch, Inc., their 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' Easement 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, Parcel, Apartment, or tract of Commercial Land, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to regulate the time and circumstances wherein owners may use such facilities;

(b) The right of the Association to limit the number of guests of members;

(c) 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 assessment against his Lot, Parcel, Apartment or tract of Commercial land remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The rights of the Association to dedicate or transfer all or substantially all 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 of transfer has been recorded;

(e) The rights of the Association to dedicate or transfer a part (not substantially all) 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 a majority of each class of members agreeing to such dedication of transfer has been recorded.

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 record Owner of a Lot, Parcel, Apartment or tract of Commercial Land which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot, Parcel, Apartment or tract of 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 (1) vote for each Lot, Parcel, or tract of Commercial Land owned, and two-thirds (2/3) vote for each Apartment owned. When more than one person holds an interest in any Lot, Parcel, Apartment or tract of Commercial Land, all such persons shall be members. The vote of such Lot, Parcel, Apartment, or tract of Commercial Land shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot, Parcel or tract of Commercial Land, or two-thirds (2/3) vote with respect to any Apartment.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot, Parcel 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 Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 1995.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot, Parcel, Apartment or tract of Commercial Land owned within the Properties, hereby covenants, and each Owner of any Lot, Parcel, Apartment or tract of 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: (i) Annual assessments, and (ii) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees which are incurred by reason of the failure to pay such assessment as required shall be a charge on the land which shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees necessary to collect the assessments 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:

(1) To render constructive civic service for the promotion of the social welfare of the community and for the citizens within the Properties which are a part of Mills Branch Village, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation;

(2) To promote and/or to provide municipal services and educational and public recreational services and facilities for residents within the Properties which are a part of Mills Branch Village;

(3) To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities;

(4) To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

(a) All street lighting and street sweeping and maintenance within the Properties which are a part of Mills Branch Village, mosquito abatement, police service, park and public maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which contracts shall be negotiated by the Board of Directors of the Association and which services will be billed directly to each Owner separate from and in addition to the annual assessment), and the enforcement of restrictions upon the use of property within the Properties which are a part of Mills Branch Village;

(b) To provide street lighting, cleaning and sweeping of all of that one-half (1/2) of Northpark Drive, Hamblen Road, and Lake Houston Parkway, streets adjacent to the Properties, 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 receptacles located in, care of diseased and insect-infested trees, and repairs of pathways in the Common Area.

Section 3. Maximum Annual Assessment. Until April 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two-Hundred and No/100 Dollars (\$200.00) per Lot or Parcel; One-Hundred Forty and No/100 Dollars (\$140.00) per Apartment; and Two and No/100 Dollars (\$2.00) per one hundred (100) square feet, or fraction thereof, of Commercial Land.

(a) From and after April 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be adjusted in conformance with the Consumer Price Index (CPI) for All Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, or such successor index as may be published by the U.S. Department of Labor or ten percent (10%), whichever is greater. The maximum assessment for any year shall be the amount determined by (a) taking the dollar amount specified in Section 3 above, (b) multiplying the amount by the published CPI number for the fourth month prior to the beginning of the subject year; and (c) dividing that resultant by the published CPI number for the month in which this Declaration was signed by the Declarant, or by multiplying the existing assessment by one hundred ten percent (110%), whichever is greater.

(b) From and after April of the year immediately following the conveyance of the first Lot to an Owner, the regular annual assessment amounts specified above in Section 3 and used in the above adjustment formula may be changed by a vote of the members of the Association, provided that any such change shall have the assent of a majority of the votes of the members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

Section 4. Special Assessment 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 a majority 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 Sections 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (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 of the preceding meeting. Subsequent meetings can continue to be called in the aforesaid manner with the required quorum at any subsequent meeting(s) being one-half (1/2) of the required quorum at the preceding meeting until a quorum is present and votes are cast. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed and/or adjusted at proportionately uniform rates for all Lots, Parcels, Apartments, or tracts of Commercial Land and may be collected on a monthly basis. Notwithstanding anything to the contrary herein contained, the annual assessments levied against Lots owned by the Declarant shall be one-half (1/2) the annual Lot assessment provided for herein.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The annual assessment provided for herein shall commence as to a Parcel, Apartment, or a tract of Commercial Land on the first day of the eighth month following the date on which said lands are conveyed by Declarant to a subsequent Owner or on the first day of the fourth month following the issuance by the appropriate governmental authority of a building permit applicable to land within the properties which have been theretofore restricted to such use by virtue of a deed or other legal instrument of record in the Office of the County Clerk of Harris County, Texas. or on the first day of the fourth month after building construction commences, whichever event occurs sooner. 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, Parcel, Apartment or 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 officer or authorized agent of the Association setting forth whether the assessments on a specific Lot, Parcel, Apartment or tract of Commercial Land have been paid.

Section 8. Effect of Non-Payment of Assessment: 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 highest rate of interest per annum allowed in the State of Texas. The Association may bring an action at law against the Owner personally obligated to pay the same and/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 services as stated in Article IV, Section 2

hereof or by non-use of the Common Area or abandonment of his Lot, Parcel, Apartment or tract of Commercial Land.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, Parcel, Apartment or tract of Commercial Land shall not affect the assessment lien. However, the sale or transfer of any Lot, Parcel, Apartment or tract of Commercial Land pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot, Parcel, Apartment or tract of 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 thereafter 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 provision 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 the term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the Harrison McClain Survey, A-529, the Gory Gary Survey, A-303, and the John W. Asbury Survey, A-91, Harris County, Texas, owned by Declarant, its successors or assigns, may be added or annexed to said Properties and made subject to the terms hereof by the Declarant, its successors or assigns, without the consent of Owners at any time or from time to time by the recording of an instrument expressly stating an intention to so annex such additional land; however Declarant shall not be obligated to add or annex 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 of annexation.



**PROTECTIVE COVENANTS  
OF  
MILLS BRANCH VILLAGE**

**[Per the terms of the Protective Covenants as originally filed, the following consolidation and restatement of the Protective Covenants applicable to Mills Branch Village, Sections 1–6, shall be applicable only to the Lots as shown in the Subdivision plats, and not to any of the Unrestricted or Restricted Reserves shown thereon.]**

**[For purposes of clarity only: (1) certain Paragraphs of the Protective Covenants are reproduced in duplicate in the following consolidation and restatement of the Protective Covenants where material differences exist as to some, but not all, of the Protective Covenants applicable to Sections 1–6 of Mills Branch Village—those duplicated Paragraphs are preceded by language indicating which Section(s) those Paragraph applies to; (2) where language applicable to multiple Sections has been consolidated into one version but reference is made in the originally filed Protective Covenants to a Section by name, the name of the Sections that language applies to is set off in brackets and bolded.]**

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 three (3) cars and bona fide servants' quarters, which structure shall not exceed the main dwelling in height or number of stories.

3. No building, shed, playhouse, 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 the color scheme and reroofing materials), 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 1,100 square feet for a dwelling. No more than one dwelling shall be built on any one lot or building site as defined in Paragraph 6 below.

5. No building shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Notwithstanding the foregoing sentence, no attached garage located nearer than twenty-five feet

(25') to the front property line shall face nor open at less than a ninety (90) degree angle to the front property line. No building shall be located on any lot nearer than ten (10) feet to any side or rear street right-of-way line. Subject to the provisions 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 sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

Friendswood or its assignee at its sole discretion, is hereby permitted to approve deviations in building setback lines as hereinabove set out and building area and location in instances where, in 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 liens shall be measured from the resulting side property liens rather than from the lot lines as indicated on the recorded plat.

7. **[APPLICABLE AS TO MILLS BRANCH VILLAGE, SECTIONS 1-2, ONLY]** 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 easement 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 Municipal Utility District No. 10, Houston Lighting & Power Company, Entex, 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/Two]**, 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 addition and any and all adjoining or contiguous property with such services.

Utility companies furnishing underground electric, gas, telephone and audio visual 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/Two]** 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, cablevision and telephone 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 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.

7. **[APPLICABLE AS TO MILLS BRANCH VILLAGE, SECTION 3, ONLY]**  
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 easement 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 Municipal Utility District No. 10, Houston Lighting & Power Company, Entex, 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 Three, 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 addition and any and all adjoining or contiguous property with such services.

Utility companies furnishing electric, gas, telephone and audio-visual communications services in the subdivision shall have easements granted by recorded instruments and/or as shown on the recorded subdivision plat.

Further, an electric distribution system has been installed in Mills Branch Village, Section Three, which service area embraces all of the lots that are platted in Mills Branch Village, Section Three, by the execution of an agreement between Houston Lighting & Power Company and Friendswood. This electrical distribution system consists of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other

appurtenances necessary to make underground service available. The owner of each lot containing a single dwelling unit 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 electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment 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. Friendswood has either by designation on the plat of the subdivision 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 various homeowners reciprocal easements providing for access 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 shall at his or 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 underground service is maintained in the underground residential subdivision, the electric service to each dwelling unit therein 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 underground 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 the underground residential subdivision is being developed for residential dwelling units 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.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Mills Branch Village, Section Three, 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 a lot owner in a former Reserve undertakes some action which would have invoked a front lot foot payment if such action had been undertaken in the underground residential subdivision, 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 non-residential development in such Reserve(s).

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, cablevision and telephone 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 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.

7. **[APPLICABLE AS TO MILLS BRANCH VILLAGE, SECTIONS 4-6, ONLY]** 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 easement 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 Municipal Utility No. 356, Houston Lighting & Power Company, Entex, 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 Four/Five/Six]**, 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 addition and any and all adjoining or contiguous property with such services.

Utility companies furnishing electric, gas, telephone and audio-visual communications services in the subdivision shall have easements granted by recorded instruments and/or as shown on the recorded subdivision plat.

Further, an electric distribution system has been installed in Mills Branch Village, **[Section Four/Five/Six]**, which service area embraces all of the lots that are platted in Mills Branch Village, **[Section Four/Five/Six]** by the execution of an agreement between Houston Lighting & Power Company and Friendswood. This electrical distribution system consists of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances necessary to make underground service available. The owner of each lot containing a single dwelling unit 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 electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment 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. Friendswood has either by designation on the plat of the subdivision 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 various homeowners reciprocal easements providing for access 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 shall at his or 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 underground service is maintained in the underground residential subdivision, the electric service to each dwelling unit therein 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 underground 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 the underground residential subdivision is being developed for residential dwelling units 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.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Mills Branch Village, [Section Four/Five/Six], 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 a lot owner in a former Reserve undertakes some action which would have invoked a front lot foot payment if such action had been undertaken in the underground residential subdivision, 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 non-residential development in such Reserve(s).

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, cablevision and telephone 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 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, accessory structure or improvement, other than the main residence, garage, gazebo, or pool cabana 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 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 other similar items of conveyance shall be parked or stored permanently or semi-permanently on any public street, right or 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.

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 result in any 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 on lots adjoining the greenbelt without prior written approval of Friendswood or its assignee. All lots adjoining the greenbelt will require the fence to be constructed with the finished side toward the greenbelt.

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 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, storage piles and woodpiles 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 occupancy 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 a 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.

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 antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the principal dwelling so as to be hidden from sight when viewed from the fronting street. Property owners may apply for a variance of location, or for approval of other aerial devices, 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.

No satellite receiving dish shall be located on any lot or on any structure on any lot unless approved by Friendswood or its assignee. Property owners may apply for approval by submitting a plan showing the location, height, size, material and colors, to Friendswood or its assignee, in accordance with Paragraph 3, Part I of these Protective Covenants.

18. **[APPLICABLE AS TO MILLS BRANCH VILLAGE, SECTIONS 2-6, ONLY]** 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, **[Section Two/Three/Four/Five/Six]**. 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.

18. **[APPLICABLE AS TO MILLS BRANCH VILLAGE, SECTION 1, ONLY]** 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. **[APPLICABLE AS TO MILLS BRANCH VILLAGE, SECTION 1, ONLY]** The roof of any building shall be constructed or covered with asphalt or composition type singles 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 materials shall be permitted only at the sole discretion of the ACC.

**20. [APPLICABLE AS TO MILLS BRANCH VILLAGE, SECTION 1, ONLY]**

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 the then owners of a majority 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 proceeding 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 Community Association.

3. Invalidation of one or more of these covenants by judgement or court order or otherwise, shall in nowise 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 judgement, 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.

**CERTIFICATION**

"I, the undersigned, being the President of Mills Branch Village Community Association, Inc., hereby certify that the foregoing Consolidated and Restated Declaration of Covenants, Conditions, and Restrictions and Protective Covenants of Mills Branch Village was adopted by the vote of at least a majority of the Board of Directors, at an open meeting of the Board, properly noticed to the members at which a quorum of the Board was present."

By: David J. Miniter, President

Print Name: DAVID J. MINITER Date: 03/18/2022

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day, personally appeared David Miniter, President of Mills Branch Village Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity stated.

Given under my hand and seal of office this 18<sup>th</sup> day of March, 2022.

Shellie Renee Wright  
Notary Public, State of Texas

E-RECORDED BY:  
HOLT & YOUNG, P.C.  
9821 Katy Freeway, Ste. 350  
Houston, Texas 77024



RP-2022-173499

RP-2022-173499  
# Pages 19  
04/01/2022 11:25 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$86.00


RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2022-173499