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117-49-3556

PROTECTIVE COVENANTS
MILLS BRANCH VILLAGE, SECTION SIX

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STATE OF TEXAS
COUNTY OF HARRIS

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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 233 Benmar, Suite 770, 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 12.065 acres out of the Harrison McClain Survey, A-529, John W. Asbury Survey, A-91, and the Gory Gary Survey, A-303, 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 SIX, a map or plat of said subdivision, approved as required by law, having been filed for record and being recorded under Film Code No. 354029 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

One house per lot
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House height
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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.

House size

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 judgement, 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 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. 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 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 Six, which service area embraces all of the lots which are platted in Mills Branch Branch Village, Section 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 that 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 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 has 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. 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 other similar items of conveyance 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.

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 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, 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. 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 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.

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 proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to

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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.

EXECUTED this 4th day of January 1993.

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

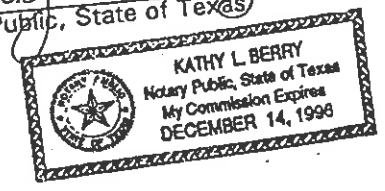
By: Jack C. McKinney
Jack C. McKinney, Vice President

LAW Law
TRANS. Law
ADM. ---

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this 4th day of January 1993, by Jack C. McKinney, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, 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.

Kathy L. Berry
Notary Public, State of Texas



V0151

RETURN TO:
Friendswood Development Company
LIZ B. DANTONE
P. O. Box 2567
Houston, Texas 77252-2567