

SHERWOOD TRAILS, SECTION ONE (1) - SUBDIVISION RESTRICTIVE COVENANTS

4.50
E701622

MAR-12-76 405125 - E701622 LS B PD

14.50

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

137-02-1362

WHEREAS, ROANOKE BUILDING COMPANY, a Texas corporation, is the owner of all of the following-described property, joined herein by FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in Texas, and KING RANCH, INC. a Texas corporation, (hereinafter called "Friendswood"), lienholders of the following-described property situated in Harris County, Texas, to wit:

All of SHERWOOD TRAILS, SECTION ONE (1), a subdivision of 66.992 acres in the H.T. & B.R.R. Co. No. 5 Survey, Abstract No. 422, and the H.T. & B.R.R. Co. No. 3 Survey, Abstract No. 1719, in Harris County, Texas, plat of said subdivision being recorded in Volume 230, Page 89, Map Records of Harris County, Texas.

WHEREAS, it is the desire of said owner to establish a uniform plan for the development, improvement and sale of said property, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision, and

WHEREAS, Friendswood has heretofore established, adopted and imposed certain restrictive covenants upon a certain tract of land, of which the subject property above described is a part thereof, said restrictive covenants being recorded in Deed Records of Harris County, Texas, under County Clerk's File No. D-757824 and No. D-757823, to which this instrument is subject and subordinate,

NOW THEREFORE, the above-mentioned owner and lienholders of all of the above-described SHERWOOD TRAILS, SECTION ONE (1), DO HEREBY ADOPT, ESTABLISH AND IMPOSE the following additional reservations, restrictions, covenants and conditions upon said subject property, which shall constitute covenants running with the title of the land and shall inure to the benefit of said parties, their

respective successors and assigns, and to each and every purchaser of land in said subdivision and their assigns, and any one of said beneficiaries shall have the right to enforce the restrictions, covenants and conditions herein contained, using whatever legal method is deemed advisable.

137-02-1363

RESTRICTIONS, COVENANTS AND CONDITIONS

1. LAND USE AND BUILDING TYPE - All lots shall be known and described as lots for residential purposes only (hereinafter referred to as "residential lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling not to exceed two stories in height, and a detached or an attached garage for not less than one car. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments, or apartment houses; and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any lot within this subdivision, it being the intention that only new construction shall be placed and erected thereon, except that a portable or movable building or trailer used by a builder or developer in the original construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon until the completion of the improvements after which such portable or movable building or trailer shall be removed from the lot.

2. ARCHITECTURAL CONTROL - No building, fence, wall or any other structure shall be commenced, erected or maintained upon any lot in this subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to

137-02-1304

harmony of external design, quality of materials and location in relation to surrounding structures and topography by Friendswood, or its assignee, as hereinafter provided. The approval of Friendswood shall be only for the purposes stated above and shall not indicate Friendswood's approval for any other purpose. In the event Friendswood, or its assignee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this article will be deemed to have been fully complied with. No dwelling unit shall be constructed on any lot unless said dwelling unit complies with Minimum Property Standards as established by the Federal Housing Administration.

Friendswood hereby retains the right to assign its rights to approve or disapprove plans and specifications, location of structures, 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 Trustees of Sherwood Trails Village Community Association, as long as that Association is collecting and administering the annual assessment charge for Sherwood Trails 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.

3. DWELLING SIZE - The ground-floor area of the main structure of a single-story structure, exclusive of open porches and garages, shall be no less than 900 square feet, nor more than 1500 square feet. Any residential structure in excess of one story shall contain no less than 1200 square feet total living area, nor more than 1500 square feet total living area, exclusive of open porches and garages, provided, however, that this maximum square footage requirement shall not prohibit subsequent additions and alterations to existing structures by property owners, provided said additions and alterations

have been approved by Friendswood or its assignee and have met the requirements set forth in Article No. 2 above.

4. TYPE-OF CONSTRUCTION MATERIALS - No residence shall have less than fifty-one percent (51%), or equivalent, masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by Friendswood or its assignee.

5. BUILDING LOCATION - No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty five (65) feet or more from the front lot line, may be located within three (3) feet of an interior lot line. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. For the purpose of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence will face the front of the 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 their judgments, 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.

6. MINIMUM LOT AREA - No lot shall be resubdivided, nor shall any building be erected or placed upon any lot having an area of less than 6,000 square feet; provided, however, any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one single-family residence building site, in which

137-02-1365

case, setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have frontage at the building setback line of not less than the minimum frontage of lots in the same block, it being the intention of this restriction that no building plot within this subdivision shall contain less than 6,000 square feet. Notwithstanding the foregoing, it shall be construed that any lot set forth on the recorded plat of this subdivision shall have the requisite area for purposes of this requirement, regardless of size, area, and dimensions.

7. EASEMENTS - Easements for the installation and maintenance of utilities, drainage facilities, road and streets theretofore granted are reserved as shown on the recorded plat, and no structure shall be erected on any easement reserved for installation and maintenance of utilities and drainage facilities. No utility company, water district, or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements. Underground electric, gas and telephone service shall be available to all lots in the subdivision, and the utility companies furnishing the service shall have easements as shown on the recorded subdivision plat. The owner of each lot in Sherwood Trails, Section One, shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then

current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on each owner's lot. 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, 120/240-volt, 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 and telephone service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, and neither Roanoke Building Company nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers, or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the owner located on the land covered by said easements. In the event that audio and video communication services and utilities are made available to any of said lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two (2)-foot wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection of the permanent improvement or structure constructed, or to be constructed, upon said lot.

8. ANNOYANCE OR NUISANCES - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. 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 results in an annoyance or are obnoxious to residents in the vicinity.

No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained in the main residence of Sherwood Trails, Section one.

(No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any of the lots, houses or buildings constructed in this subdivision.) 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.

No water wells or cisterns will be allowed upon any lot.

Moreover, it is prohibited to do major car repairs on the driveway or in the front or back yard.

9. TEMPORARY STRUCTURES - No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding, shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently except as stated in Article I hereof. (No boat, truck, bus, automobile, inoperative vehicle of any kind, camp rig off truck or boat rigging or other similar item or conveyance shall be stored, parked or kept on any lot or in the street in front of any lot unless such truck, bus or automobile is in day-to-day use off the premises) and such parking on the lot or in the street in front of any lot is only temporary from day to day, (provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused boat, truck, bus, automobile, inoperative vehicle, camp rig off truck or boat rigging in a garage permitted on any lot covered hereby.) Portable buildings used for accessory or storage purposes shall be limited to eight (8) feet in height and must be approved in accordance with Article 2 of these Conditions, Covenants and Restrictions.

137-02-1368

10. SIGNS AND BILLBOARDS - No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by Roanoke Building Company to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision. 137-02-136.

11. OIL AND MINING OPERATIONS - No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted to remain on any lot.

12. STORAGE AND DISPOSAL OF GARBAGE AND REFUSE - All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by Friendswood, its successors or assigns, and then only during such conditions as permitted by law. All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets, greenbelt, or other property, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvement, after which these materials shall either be removed from the lot or stored in a

suitable enclosure on the lot. 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 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.

137-02-137D

13. FENCING - No wall, fence or planter hedge in excess of two (2) feet shall be erected or maintained nearer to the front line than the front building setback line. No side or rear fence, wall or hedge shall be more than six (6) feet high except that the rear fences on lots adjoining the greenbelt which abuts Northpark Drive and Woodland Hills Drive shall be seven (7) feet high. Side or rear fences on lots adjoining any greenbelt other than the greenbelt adjoining Northpark Drive or Woodland Hills Drive shall be exactly four (4) feet high and shall be constructed of verticle adjoining 1 x 6 to 1 x 12 western cedar or redwood boards which boards shall be kept in their natural state and shall not be painted, stained or varnished, the specifications and design of which shall conform to the details shown in Exhibit A attached hereto, made a part hereof and incorporated herein for all purposes. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways 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) shall be placed or planted on corner lots.

14. SHERWOOD TRAILS VILLAGE COMMUNITY ASSOCIATION AND NORTHPARK VILLAGE TRAIL ASSOCIATION - These associations, having been created and established by instruments dated December 7, 1972, executed by Friendswood Development Company, et al, said instruments having been recorded respectively under File No. D757824, Film Code No. 154-29-0893 and under File No. D757823, Film Code No. 154-29-0868 in the Official Public Records of Real Property of Harris County, Texas, said associations having been incorporated under the Texas Nonprofit Corporation Act, by virtue of Certificate of Incorporation No. 317008, issued December 20, 1972, by the Secretary of State of the State of Texas, in the name of Northpark Village Community Association, amended under File No. E563882, Film Code No. 128-12-2169 in the Official Public Records of Real Property of Harris County, Texas, and in volume 909 and Page 659 in the Deed Records of Montgomery County, Texas (said amendment changes the name Northpark Village Community Association to Sherwood Trails Village Community Association) and by virtue of Certificate of Incorporation No. 316318, issued December 4, 1972, by the Secretary of State of the State of Texas, in the name of Northpark Village Trail Association, which associations were created for the purposes set forth in said instruments, and every party or person claiming by, through, or under the said Roanoke Building Company shall be subject to the membership requirements, assessment fees, requirements and all other provisions, as pertains to them and set forth in said instruments, the provisions, requirements and conditions set forth in said recorded instruments being hereby incorporated herein, and made a part hereof.

15. GENERAL PROVISIONS

A. TERM - These covenants and restrictions contained in this instrument shall run with the land and shall be binding upon all parties and persons claiming under, by and through the said Roanoke Building Company for a period of forty (40) years from the date these covenants are recorded, after which time said covenants and restrictions shall be automatically extended for

successive periods of ten (10) years, unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change said covenants and restrictions, in part or in whole. Upon any violation or attempted violation of any of the covenants and restrictions contained herein, it shall be lawful for the said Friendswood, or its successors and assigns, or-for any person or persons owning any portion of the properties covered herein, to prosecute any proceedings at law or in equity against any person or party violating, or attempting to violate, any such restrictions, covenants and conditions.

137-02-1372

B. SEVERABILITY - Invalidation of any of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

C. ASSIGNMENT OF ARCHITECTURAL CONTROL - Friendswood hereby retains the right to assign its rights of architectural control granted to it in Article 2 hereof to an architectural control committee, which may be appointed annually by the Board of Directors of Sherwood Trails Village Community Association as long as that Association is collecting and administering the Assessment charge for Sherwood Trails, Section One. 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.

FRIENDSWOOD DEVELOPMENT COMPANY and KING RANCH, INC. joins herein as the holder and owner of vendor's lien and deed of trust liens upon and covering the above-described property for the purpose of consenting to, ratifying, confirming and adopting said covenants, restrictions, conditions and easements contained

herein, and for the purpose of subordinating their liens to the same.

IN TESTIMONY OF WHICH, the undersigned have executed or caused to be executed by and through their duly authorized officers, this the 20th day of February, A.D., 1976.

157-02-1313
(3)
102

ATTEST:

ROANOKE BUILDING COMPANY

Wanda Trumpa
Secretary

By Walter A. O'Donnell
Title VICE-PRES.

ATTEST:

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

B. B. O'Brien
Secretary

By J. C. Byrd
J. C. Byrd, Vice President

THE STATE OF TEXAS

COUNT OF HARRIS

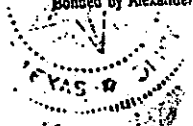
BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. O'DONNELL, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said ROANOKE BUILDING COMPANY, a corporation.

137-02-1374

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of FEBRUARY A.D., 1976.

ROSALIE FISHER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1977
Bonded by Alexander Lovett, Lawyers Surety Corp.

Rosalie Fisher
Notary Public in and for
Harris County, Texas



STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of February, 1976.



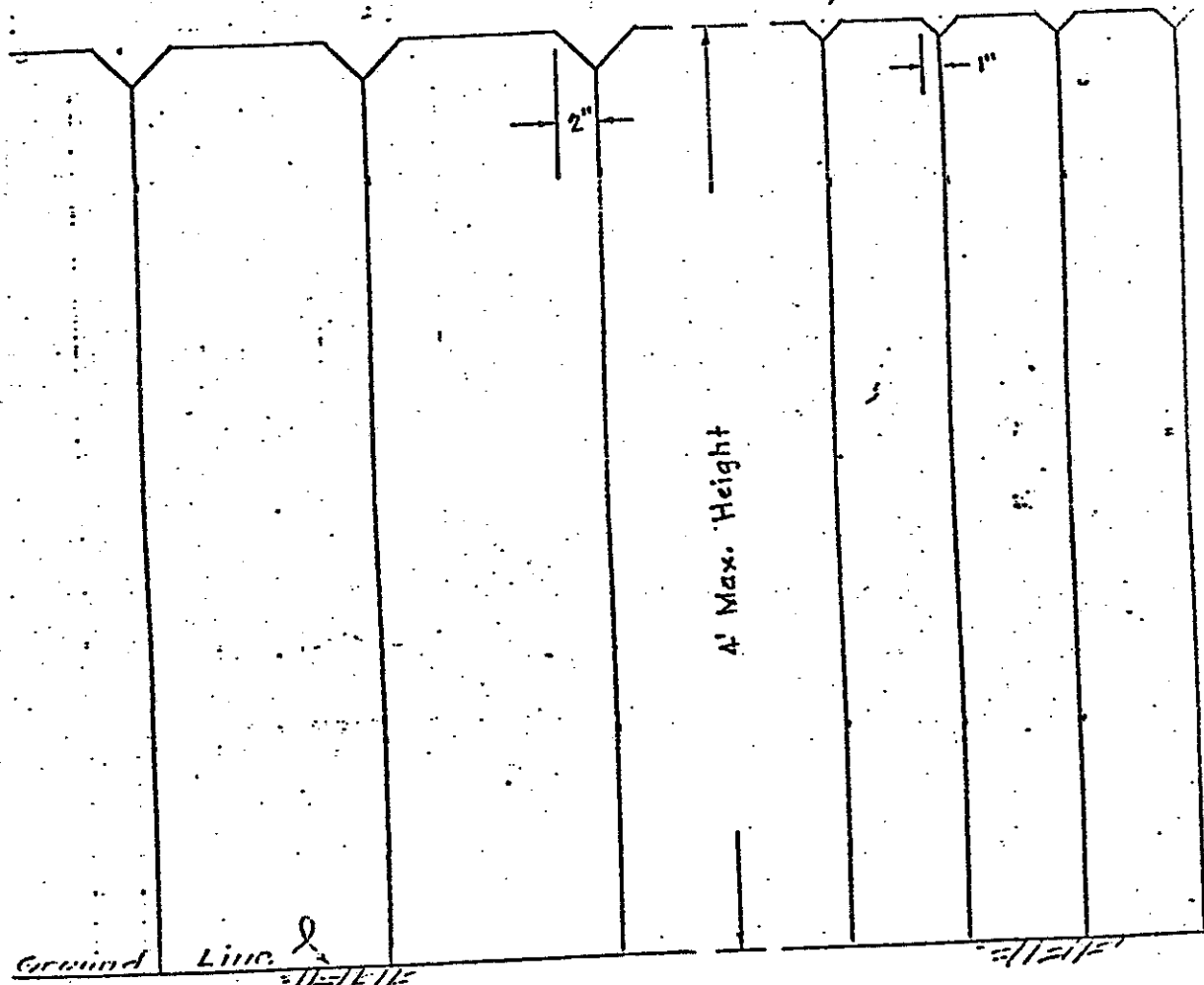
Myra L. Carriger
Notary Public in and for
Harris County, Texas

MYRA L. CARRIGER
Notary Public in and for Harris County, Texas
My Commission Expires 6-1-77

RETURN TO:
SUBURBAN HOMES REALTY
730 Little York Road
Houston, Texas 77022

137-02-1375

Material To Be Either Western Cedar or Redwood (Unstained and Unpainted) With Smooth Side To Outside (Toward Greenbelt). Tops Shall Be Jotched On 45°. Material To Be 1" Thick and 6" to 12" Wide. Nails shall Be Coated Or Galv. Finish Nails.



Greenbelt View