

SHERWOOD TRAILS, SECTION THREE
PROTECTIVE COVENANTS

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ROANOKE BUILDING COMPANY, a Texas corporation, is the owner of all of the following described property situated in Harris County, Texas, to-wit:

All of SHERWOOD TRAILS, SECTION THREE (3), a subdivision of 35.337 acres in the H.T. & B.R.R. Co. No. 5 Survey, Abstract No. 422, Harris County, Texas, plat of said subdivision being recorded in Volume 345, Page 93, 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 insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision; and

WHEREAS, Friendswood Development Company, an Arizona corporation with a permit to do business in Texas, and King Ranch, Inc., a Texas corporation (hereinafter called "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 under File Nos. D757823 and D757824 in the Official Public Records of Real Property of Harris County, Texas, to which this instrument is subject and subordinate.

NOW, THEREFORE, the above mentioned owner of all of the above described SHERWOOD TRAILS, SECTION THREE, does 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.

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 (1) single family dwelling not to exceed two (2) stories in height, and a detached or an attached garage for not less than one (1) car. As herein used, 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 purposes. 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 or 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 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 Directors 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 1,500 square feet. Any residential structure in excess of one (1) story shall contain no less than 1,200 square feet total living area, nor more than 1,650 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 paragraph 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.

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, the 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 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 or by instrument duly recorded in the records of the County Clerk of Harris County, Texas. The owner of each lot in Sherwood Trails, Section Three, 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

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.

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 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.

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 shall be seven (7) feet high. Side or rear fences on lots adjoining any greenbelt other than the greenbelt adjoining Northpark 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 roadway 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 SHERWOOD ELM GROVE 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. D-757824, Film Code No. 154-29-0893 and under File No. D-757823, 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. E-563882, Film Code No. 128-12-2169 in the Official Public Records of Real Property of Harris County, Texas, and in Volume 909, Page 659 in the Deed Records of Montgomery County, Texas (said amendment changes the name from 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, amended under File No. E-737263, Film Code No. 139-07-2187 in the Official Public Records of Real Property of Harris County, Texas and in Volume 932, Page 90 in the Deed Records of Montgomery County, Texas (said amendment changes the name Northpark Village Trail Association to Sherwood-Elm Grove 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.

(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 paragraph 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 Village. 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.

IN TESTIMONY OF WHICH, the undersigned have executed or caused to be executed by and through their duly authorized officers, this 2nd day of July, 1990

ROANOKE BUILDING COMPANY

BY: William S. O'Donnell
WILLIAM S. O'DONNELL,
Vice-President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 2, 1990, by WILLIAM S. O'DONNELL, Vice-President of ROANOKE BUILDING COMPANY, a Texas corporation, on behalf of said corporation.

Heather C. Donham
Notary Public, State of Texas



NOTARY PUBLIC, STATE OF TEXAS
HEATHER C. DONHAM
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 28, 1992

JUL 3 1990



Quita Beckman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
JUL 3 11 20 AM '90
Quita Beckman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO:

SUBURBAN HOMES
730 LITTLE YORK ROAD
HOUSTON, TEXAS 77076

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.