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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS                   §  
  § KNOW ALL MEN BY THESE PRESENTS: THAT  
COUNTY OF HARRIS           §

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

WITNESSETH:

WHEREAS, Declarant is the owner of 54.975 acres of land in the J. W. Asbury Survey, A-91, and the Amasa Turner Survey, A-757, Harris County, Texas, shown on the plat of Kings Crossing, Section Twelve Replat and Extension, and Kings Crossing, Section Eighteen, recorded under Film Code Nos. 351007 and 351008 respectively, in the Map Records of Harris County, Texas.

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NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Additional land may be hereafter added or annexed by the Declarant and made subject to the provisions hereof in accordance with Article V, Section 4 hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Kings Crossing Trail 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 described in this Declaration of Covenants, Conditions and Restrictions, 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.

Section 6. "Lot" shall mean and refer both to each platted lot within the Properties shown upon any recorded subdivision map upon which there has been or will be constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon.

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

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 Harris County Real Property Records.

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 Harris County Real Property Records, with the exception of any 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.

Section 11. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

Section 12. "Voting Unit" shall mean a portion of the Property containing ten thousand (10,000) square feet of land area and shall be the basis for voting rights for Commercial Land in and by the Association, and shall be applicable to all platted Commercial Land under the jurisdiction of the Association.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, 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 the 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 any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded, except that easements for utility purposes may be approved by the Board of Directors.

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, including contract sellers, of a fee or undivided fee interest in any Lot, Parcel, Apartment or tract of Commercial Land which is subject to assessment by the Association 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, by the Association.

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 or Parcel, one (1) vote for each Voting Unit for a 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 one Voting Unit with respect to any 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 or Parcel, or three (3) votes for each Voting Unit for each tract of Commercial Land owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

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(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2000.

#### 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 successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments.

The assessments levied by the Association shall be used exclusively for street lighting, cleaning, sweeping and general maintenance of all of the southerly one-half (1/2) of Kingwood Drive which is adjacent to the Properties and all of Lake Houston Parkway within the Properties, mowing and general maintenance of all of the southerly one-half (1/2) of the esplanades within such Kingwood Drive and all of the esplanades within such Lake Houston Parkway and all the Common Area and recreational facilities owned by the Association, mowing and general 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 and fences in the Common Area, and other purposes promoting the health, safety and welfare of the Owners.

Section 3. Maximum Annual Assessment.

Until July 1 of the year immediately following the first conveyance to an Owner, the maximum annual assessment shall be One Hundred Seventy-five and No/100 Dollars (\$175.00) per Lot or Parcel; One Hundred Sixteen and No/100 Dollars (\$116.00) per Apartment; and One and 95/100 Dollar (\$1.95) per one hundred (100) square feet, or fraction thereof, of Commercial Land.

(a) From and after July 1 of the year immediately following the first conveyance 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. 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 July 1 of the year immediately following the first conveyance 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 Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or any other extraordinary expense of the Association, 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 at 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 Harris County Real Property Records, 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 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 proceeding 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.

Section 10. Exempt Properties. All properties dedicated to and accepted by a municipal or Federal authority and all properties owned by charitable or non-profit organizations, which are exempt from taxation by Federal laws or the laws of the State of Texas (but not including residences owned by such entities), which properties shall be subject to assessment) shall be exempt from the assessments created herein and the Owners thereof shall have no voting rights with respect thereto. The Board may make other exceptions where in its determination there is a beneficial result to the development plan for the Property.

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 judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for 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 two-thirds (2/3) of the Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the J. W. Asbury Survey, A-91, and the Amasa Turner Survey, A-757, 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 such additional land. Such additional land which may be added or annexed shall become subject to the annual assessment existing at the time of such addition of annexation.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16<sup>th</sup> day of December, 1991.

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

By J. J. Thompson  
J. J. Thompson, Vice President

*Z & M*  
LAW *Mon*  
TRANS *usp*  
ADM *SMH*

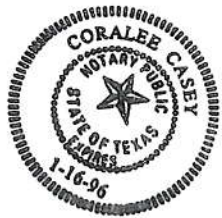
010-57-1821

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of December, 1991, by J. J. THOMPSON, 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.

CoraLee Casey  
Notary Public, State of Texas

My Commission Expires \_\_\_\_\_



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 \_\_\_\_\_ 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 on

DEC 27 1991



Quita Rodhears  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

91 DEC 27 PM 2:55

AFTER RECORDING RETURN TO  
G.B. MITCHELL, JR.  
FRIENDSWOOD DEVELOPMENT COMPANY  
2700 KINGWOOD PLACE, SUITE 110  
700 ROCKMEAD DRIVE  
KINGWOOD, TEXAS 77319