

Re-recorded to correct typographical error, Art.I, Sec. 6 (Pg. 2)

**L640574**

**115-61-1017**

**L716360**

11/28/88 00209839 L640574 \$ 21.00

THE RESERVE AT KINGS POINT  
DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

06/17/88 00209839 L716360 \$ 23.00

**119-73-1954**

THIS DECLARATION is made on APR 28 1988 by FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in the State of Texas, having an office at 700 Rockmead Drive, Two Kingwood Place, Suite 110, Kingwood, Texas, 77339, and KING RANCH, INC., a Texas corporation ("Declarant").

Declarant is the owner of property in Harris County, Texas, that has been platted and subdivided into a subdivision known as Kings Point Village, Section Three ("Subdivision"), according to the replat of record in Volume 339, Page 111 of the Map Records of Harris County, Texas.

By this Declaration, Declarant subjects a portion of the Subdivision as follows:

<u>LOTS</u>	<u>BLOCK</u>
6 - 14	1
1 - 23	2
1 - 17	3

to this Declaration and to the jurisdiction of the Association. This land, together with additional land which may hereafter be made subject to this Declaration and the jurisdiction of the Association (referred to in this Declaration collectively as the "Property"), shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the covenants, conditions, and restrictions recited in this Declaration. All terms of this Declaration are adopted for and placed upon the Property; shall run with the Property and be binding on all parties who now or hereafter have or claim any right, title, or interest in the Property or any part of the Property, and on the heirs, executors, administrators, successors, and assigns of such parties, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired; and shall inure to the benefit of each owner of any part of the Property.

I. DEFINITIONS

The following words shall have meanings as assigned to them:

1. Apartment: residential living unit in an apartment building on land situated within the Property and subject to residential apartment use by deed or other instrument of record in the office of the County Clerk of Harris County, Texas.

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2. Association: THE RESERVE AT KINGS POINT Community Association, a nonprofit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

3. Board: the duly elected board of directors of the Association.

4. Commercial Land: any plot of land situated within the Property restricted to commercial use by plat or by deed or other instrument of record in the office of the County Clerk of Harris County, Texas.

5. Common Area: all real property owned in fee or held by easement by the Association for exclusive common use and enjoyment of the Owners, including areas designated by Declarant to be conveyed by deed or easement to the Association.

*ymf*  
6. Declarant: Friendswood Development Company and King Ranch, Inc. and ~~yyyyyy~~ its successors and assigns.

7. Lot: any plot of land shown upon any recorded subdivision map or plat of land situated within the Property upon which there has been or will be constructed a single-family residence.

8. Member: those persons entitled to membership in the Association as provided in the articles of incorporation of the Association.

9. Owner: the record owner, whether one or more persons or entities, of fee simple title to any property subject to assessment by the Association, but excluding those having an interest in such property merely as security for the performance of an obligation.

10. Parcel: any plot of land shown upon any recorded subdivision map or plat of land situated within the Property upon which there has been or will be constructed a townhouse or patio home.

11. Property: the Subdivision and any other land which may hereafter be made subject to this Declaration and the jurisdiction of the Association.

## II. PLAT; CONDEMNATION

1. Incorporation of Plat. The plat of the Subdivision dedicates for use as such, subject to the limitations set forth in the plat, certain streets and easements shown on the plat, and the plat further establishes certain dedications, limitations, reservations, and restrictions applicable to the Property. All dedications, limitations, reservations, and restrictions shown on the plat, to the extent they apply to the Property, are incorporated in and made a part of this Declaration as if fully set forth in this Declaration, and shall be construed as being adopted in each contract and deed of conveyance executed or to be executed by or on behalf of Declarant, conveying any portion of the Property. The terms of this paragraph shall be understood to apply to

any land which may hereafter be made subject to this Declaration and the jurisdiction of the Association, although such additional land will not be shown on the referenced plat.

2. Condemnation. If all or any part of the Common Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in the condemnation proceedings at their own expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all holders of first mortgages known to the Association by notice to the Association to have an interest in any property subject to assessment. The expense of participation in such proceedings by the Association shall be borne by the Association and paid for out of assessments and charges collected pursuant to Article V of this Declaration. The Association is authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

All damages or awards for any taking shall be deposited with the Association, and damages or awards shall be applied as provided in this Declaration. If an action in eminent domain is brought against a portion of the Common Area, the Association, in addition to its general powers, shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement of such proceeding; or to convey such portion of the Property to the condemning authority in lieu of such proceeding. With respect to any taking, all damages and awards shall be determined for the taking as a whole and not for each Owner's interest in the portion sought to be condemned. After the damages or awards for the taking are determined, the damages or awards shall be paid to the Association. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Area so taken or damaged. If it is determined that such Common Area should be replaced or restored by obtaining other land, this Declaration shall be duly amended by instrument executed by the Association on behalf of the Owners.

### III. PROPERTY RIGHTS

1. Members' Easement of Enjoyment. Every Member shall have a right to and an easement of enjoyment in the Common Area which shall be appurtenant to and pass with the title of all land subject to assessment by the Association, subject to the right of the Association to:

- a. establish operating procedures, rules, and regulations and charge reasonable admission and other fees for the use of any recreational or other facility situated upon the Common Area and regulate the time and circumstances for Members' use of these facilities;

- b. limit the number of Members' guests; 119-73-1957
- c. suspend a Member's voting rights and right to use the Common Area and Association's facilities during any period in which the Member is in default in the payment of any assessment levied by this Declaration and the Association and for any infraction of the Association's published rules and regulations; and
- d. dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for purposes and subject to conditions as may be approved by a two-thirds majority of the votes in the Association. Dedication of public utility easements affecting the Common Area may, however, be approved solely by the Board.

2. Delegation of Use. Any Member may delegate the right of enjoyment to the Common Area and Association facilities to a family member, tenant, occupant, or contract purchaser if that person shall reside on the Property, or to a guest, but no transfer shall relieve the Member of responsibility for the actions of persons to whom the right is transferred.

#### IV. MEMBERSHIP AND VOTES

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, parcel, apartment or tract of commercial land (as defined in the Declaration) which is subject by covenants of record to assessment by the Association, including contract sellers, 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 be separated from ownership of any lot, parcel, apartment or tract of commercial land which is subject to assessment by the Association.

2. Votes. In any election of the Association, all owners shall be entitled to one vote for each lot, parcel or tract of commercial land owned and two-thirds (2/3) vote for each apartment owned. When more than one person holds an interest in any lot, parcel, apartment or tract of commercial land, all such persons shall be members. The vote of such lot, parcel, apartment or tract of commercial land shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot, parcel or tract of commercial land or two-thirds (2/3) vote with respect to any apartment.

#### V. COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Declarant covenants, and the Owner of any land subject to assessment by the

terms of this Declaration, by acceptance of a deed for the property, whether or not expressed in the deed, is deemed to covenant, to pay to the Association:

- a. annual assessments; and
- b. special assessments.

The obligation to pay assessments, together with late charges and reasonable costs of collection, including counsel fees, shall be a charge upon the property and a continuing and contractual lien upon the property against which each assessment is made and shall run with title to the property.

Each assessment, together with late charges and costs of collection, including counsel fees, shall also be the personal obligation of the Owner of the property at the time that the assessment becomes due, and the Owner's successor in title shall be jointly and severally liable for assessments due and payable at the time of conveyance.

2. Purposes of Assessments. Assessments levied by the Association shall be used exclusively for the welfare and benefit of the Property and the Owners, for such purposes as the Association may determine appropriate in accordance with its articles of incorporation and by-laws, including (but not limited to) maintenance and lighting of streets within the Property and the rights of way of thoroughfares that are adjacent to the boundaries of the Property; police and security service; mosquito abatement; recreational programs and facilities; and other services, facilities, and activities as may be in the community's interest.

The Board shall negotiate contracts for garbage and refuse removal and collection, which services shall not be paid out of any assessments, but which shall be billed by the contractor directly to each Owner.

3. Maximum Annual Assessment. Until April 1, 1989, the maximum annual assessment shall be Two Hundred Sixteen and No/100 Dollars (\$216.00) per Lot or Parcel; One Hundred Forty-four and No/100 Dollars (\$144.00) per Apartment; and Two and 16/100 Dollars (\$2.16) per one hundred square feet, or fraction thereof, of Commercial Land.

From and after April 1, 1989, the maximum annual assessment shall be adjusted in conformance with the Consumer Price Index for All Urban Consumers (CPI-U), published by the U.S. Department of Labor, Bureau of Labor Statistics, or by ten percent (10%), whichever is greater. The maximum assessment for any year shall be the amount determined by (a) taking the dollar amount specified in Section 3 above, (b) multiplying the amount by the published CPI-U number for December prior to the beginning of the subject year; and (c) dividing that resultant by the published CPI-U 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.

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From and after April 1, 1989, 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.

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

4. Special Assessments. In addition to the annual assessments, the Association may, in any assessment year, levy one or more special assessments applicable to that year only, to defray, in whole or in part, costs for necessary purposes of the replacement of a capital improvement in the Common Area; counsel fees and the fees of other retained experts; and similar costs that are necessary for the furtherance of the purposes of the Association. No special assessment shall be levied until it has been approved by a 2/3 majority of the votes represented in person or by proxy at a meeting duly called for the purpose of considering the levy of the special assessment.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of raising the annual assessment by an amount that requires the vote of the Owners or of levying a special assessment shall be sent to all Owners not less than thirty days nor more than sixty days in advance of the meeting. At the first meeting called, a quorum shall be sixty percent of the votes in the Association, represented in person or by proxy. If the required quorum is not present at the meeting, a subsequent meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the previous meeting. This procedure may be repeated until a quorum, as reduced, is present at a meeting. No subsequent meeting shall be held more than sixty days following the previous meeting.

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. The annual assessments levied against Lots owned by the Declarant, upon which construction of the residence has not commenced, shall be one-half (1/2) the annual Lot assessment.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. The annual assessment shall commence as to a Parcel, Apartment, or a tract of Commercial Land on the first day of the eighth month following the conveyance 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 the land, 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 shall fix the amount of the annual assessment against each Lot, Parcel, Apartment or tract of Commercial Land at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or authorized agent of the Association setting forth whether the assessments on a specific Lot, Parcel, Apartment or tract of Commercial Land have been paid.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear a late charge calculated from the due date at the maximum rate of interest permitted by applicable law. To enforce payment, the Association may bring an action at law against the Owner or Owners personally obligated to pay any assessment, or it may foreclose its lien against the property subject to the assessment. No Owner may waive or otherwise escape liability for an assessment by reason of non-use of the Common Area or abandonment.

To secure payment of the assessment, Declarant reserves, and shall reserve and assign to the Association in each deed by which property subject to assessment is conveyed, and each Owner, by acceptance of the property shall be deemed to have granted the Association, a vendor's lien and a continuing and contractual lien enforceable through judicial proceedings.

If any Owner shall fail to pay any assessment, the Association may, in addition to foreclosing its liens and exercising the remedies provided in this Declaration and upon ten days prior written notice to the nonpaying Owner, exercise any other rights and remedies available at law or in equity. The liens are assignable by the Association in whole or in part.

9. Notice of Lien. In addition to any other enforcement right that the Association may have, the Association may file a notice of claim or lien in the Official Public Records of Real Property of Harris County, Texas. The notice shall state the legal description of the property against which the claim or lien is made, the name(s) of the Owner(s), the amount of the claim or lien, including the accrued late charges and costs of collection, and shall be signed and acknowledged by an officer of the Association. The claim or lien shall continue until the amounts claimed and all subsequently accruing amounts shall be fully paid or otherwise satisfied. When all claims have been satisfied, the Association shall execute and record a notice releasing the claim or lien and shall charge a reasonable fee for the preparation and recording of the release.

10. Subordination of the Lien to Mortgages. The assessment lien shall be subordinate to the lien of any first mortgage given for the purpose of purchase or improvements on the property subject to assessment. Mortgagees

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shall not be required by this Declaration to collect assessments from Owners, and the failure to pay assessments shall not by the terms of this Declaration constitute a default under a mortgage. The sale or transfer of any property subject to assessment, including the sale or transfer by mortgage foreclosure or any proceeding in lieu of foreclosure, shall extinguish neither the assessment lien nor payments which became due prior to the sale or transfer.

11. Exempt Properties. All property dedicated to and accepted by a political subdivision of the State of Texas or a municipal authority and all properties owned by charitable or non-profit organizations exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created by this Declaration, except that no property or improvements devoted to dwelling use shall be exempt from assessment. The Board may make other exceptions when, in its sole determination, the exemption of the property from assessment is in the best interests of the Association.

12. Addition to the Property. Additional land may be annexed by declaration without consent of the Members. Addition or annexation shall be accomplished by execution by Declarant and filing for record an instrument describing the land added or annexed.

13. Deannexation of Land from the Association. Land previously added or annexed into the Association and made subject to this Declaration may be deannexed by an instrument signed and acknowledged on behalf of not less than 2/3 of the votes in the Association and filed in the Official Public Records of Real Property of Harris County, Texas.

VI. GENERAL PROVISIONS

1. Enforcement. The Association and each Owner shall have the right to enforce, by any proceedings at law or in equity, any provision of this Declaration, as it may be amended from time to time. Failure by the Association or any Owner to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce such provision or any other provision of this Declaration at a later date.

2. Severability. Invalidation of any term of this Declaration shall not affect the validity of any other provision, which shall all remain in full force and effect.

3. Duration: Amendment. The provisions of this Declaration shall run with and bind the Property for a term of twenty-five years from this date, after which time this Declaration shall be automatically extended for successive periods of ten years.

This Declaration may be amended during the first twenty-five year period by an instrument signed by a sufficient number of Owners representing not less than 2/3 of the votes in the Association and thereafter by an instrument signed by a sufficient number of Owners representing not less than fifty percent of the votes. All amendments shall be recorded in the Official Public Records of Real Property of Harris County, Texas.



Notwithstanding the above, for so long as Declarant holds out for sale any property subject to assessment, Declarant may, without joinder or consent of any Owner or mortgagee, amend this Declaration by an instrument in writing, duly signed, acknowledged, and filed for record, to resolve or clarify any ambiguities or conflicts in this Declaration; correct any inadvertent misstatements, errors, or omissions; or comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration; provided that no such amendment shall change the vested property rights of any Owner, except as otherwise provided in this Declaration.

4. Books and Records. The books, records, and papers of the Association shall be subject to inspection by any Member during reasonable business hours and upon prior notice to the Association. The articles of incorporation, by-laws, and this Declaration shall likewise be available for inspection by any Member at the office of the Association.

5. Notice. Any notice required to be sent to any Owner pursuant to this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person(s) who appears as Owner on the records of the Association at the time of the mailing.

6. Good Faith Lender's Clause. No violation of this Declaration shall affect any lien or deed of trust of record upon any property subject to assessment or any part of the property, when held in good faith. These liens may be enforced in due course, subject to the provisions of this Declaration.

7. Mergers. If the Association shall merge or consolidate with another association as provided in the articles of incorporation, then the Association's properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights, and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer any restrictions, together with any declarations of covenants, conditions, and restrictions governing these and any other properties, under one administration. No merger or consolidation shall cause any revocation, change, or addition to this Declaration.

8. Conflict With Deeds of Conveyance; Declarant's Rights. If any part of this Declaration shall be in conflict with any term of a previously recorded deed of conveyance to any portion of the Property, the term of the prior deed of conveyance shall govern, but only to the extent of such conflict. Where rights are reserved to Declarant by the restrictions of this Declaration, Declarant reserves the right to modify such restrictions as necessary in subsequent deeds of conveyance, in which case the terms of the deeds of conveyance shall prevail.

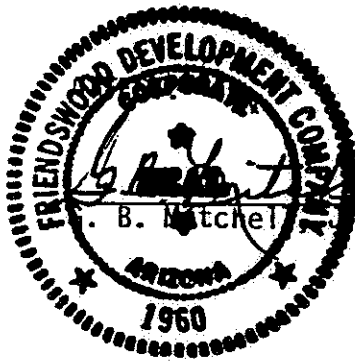
115-61-1026

Declarant has executed this Declaration on the date of the acknowledgement below, to be effective on the date first written, which shall be the date of this Declaration for all purposes.

119-73-1963

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

*Jon*  
OK  
FORMS  
OK  
TRAFFIC  
OK  
CENTRO



*G.B. Mitchell*  
G. B. Mitchell, Assy. Secretary

By *Pope B. Shealy*  
Pope B. Shealy, Vice President

STATE OF TEXAS

COUNTY OF MONTGOMERY

5  
5  
5

This instrument was acknowledged before me on this 28th day of April, 1988, by POPE B. SHEALY, 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



FILED  
APR 28 2 38 PM '88  
*Quita Rabeckauer*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL 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  
APR 28 1988  
*Quita Rabeckauer*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

AFTER RECORDING RETURN TO  
G.B. MITCHELL, JR.  
FRIENDSWOOD DEVELOPMENT COMPANY  
700 ROCKMEAD DRIVE  
KINGWOOD, TEXAS 77339

119-73-1964

STATE OF TEXAS           §  
                                 §  
COUNTY OF MONTGOMERY   §

I hereby certify that G. B. Mitchell, Jr. made the following change corrected typographical error, Art. I, Sec. 6 (Pg. 2) of the instrument and the instrument is being re-recorded to reflect this change.

*June 16, 1988*  
\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas



FILED  
JUN 17 2 46 PM '88  
*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }  
I hereby certify that this instrument was FILED in File Number \_\_\_\_\_ Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 17 1988



*[Signature]*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

AFTER RECORDING RETURN TO  
G.B. MITCHELL, JR.  
FRIENDSWOOD DEVELOPMENT COMPANY  
TWO KINGWOOD PLACE, SUITE 118  
700 ROCKMEAD DRIVE  
KINGWOOD, TEXAS 77339