

WD

J097721

GENERAL WARRANTY DEED

056-83-0777

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

J097721
19.00

FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in Texas, hereinafter called "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in cash paid to it by THE RYLAND GROUP, INC., a Maryland corporation with a permit to do business in Texas, hereinafter called "Grantee," the receipt and sufficiency of which are hereby acknowledged, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Grantee, subject to the reservations, exceptions, conditions, and restrictions hereinafter set out, the surface estate in and to that certain tract or parcel of land more particularly described on Exhibit "A" attached hereto and made a part hereof and incorporated herein for all purposes.

This conveyance is made and accepted subject to any and all easements and restrictions affecting the use of the land conveyed hereby now of record in the Office of the County Clerk of Harris County, Texas.

19
M

There is excepted from this conveyance all oil, gas, and other minerals in, on, and under the hereinabove described land, which minerals were excepted by Humble Oil & Refining Company, predecessor in title to Exxon Corporation, in a conveyance to Friendswood Development Company dated October 15, 1962, recorded in Volume 4915, Page 272, of the Deed Records of Harris County, Texas.

The land is and shall be subject to the following restrictive covenants, which covenants shall be binding upon Grantee, its successors and assigns, and shall run with the title to the land for a period extending until July 1, 2003, at which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the owner or owners of the land shall be filed for record agreeing to change said covenants in whole or in part or to revoke them; provided, however, that said restrictive covenants shall cease to exist and be of no further force of effect at any time that title to the land is revested in Grantor, its successors or assigns:

(1) The land shall be used by Grantee for the construction of single-family patio home units, and no buildings, structures, or improvements shall be erected, maintained, or permitted upon any portion of such land other than such buildings, structures, or improvements as are customarily incident or auxiliary to the aforesaid uses.

(2) No building or other improvements shall be constructed on the land until plans and specifications have been submitted to, and have been approved by, Grantor or its assigns, which approval shall not be unreasonably withheld. Where circumstances, such as topography, location of property lines, location of trees, or other matters require, Grantor may allow reasonable variances as to any of the covenants, conditions, or restrictions contained in this General Warranty Deed under the jurisdiction of Grantor; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the land.

(3) All lots created with and on the land shall abut and have access to a public street. Public street rights-of-way are shown on the plat of Clear Lake City, Section One, recorded in Volume 100, Page 56, of the Map Records of Harris County, Texas.

(4) All lots created with and on the land shall be conveyed subject to a three-foot (3') wide easement adjacent to one (1) side lot line of each lot, which easement shall be for the benefit of the adjacent lot. The following rules prescribe the terms, conditions, and uses of said easements, both by the owner of the easement (the dominant tenement) and the owner of the land under the easement (the servient tenement).

(a) The owner of the dominant tenement (the lot which is benefited by the easement), except as otherwise provided in this section, shall have the exclusive use of the surface of the easement area for the sole and only purpose of the maintenance, painting, repairing, and rebuilding of the side privacy wall, fence, or eave which are situated adjacent and abutting the easement area.

(b) The owner of the land under the easement (the servient tenement) shall have the right, at all reasonable times, to enter upon the easement area for the purposes of maintaining the lawn and/or trees located within such easement area, which maintenance shall be the obligation of the servient tenement.

(c) The owner of the servient tenement shall have the right of surface drainage over, along, and upon the easement area for water resulting from the normal use of the servient tenement, and the dominant tenement shall not use the easement area in such a manner as will interfere with such drainage.

(d) The owner of the easement (the dominant tenement) shall not attach any object to the side of the privacy wall, fence, or eave facing onto the easement area. No structure shall be constructed or placed upon the easement area by either the owners of the dominant or servient tenement.

(e) The owner of the dominant tenement, as a condition to the exercise of the right of access provided for, shall indemnify and hold harmless the owner of the servient tenement from damage to shrubs, plants, flowers, trees, lawn, sprinklers, hose bibs, and other landscaping directly resulting for the exercise of such right.

(f) The owner of the servient tenement shall indemnify and hold harmless the owner of the dominant tenement from damage to the wall and/or building located on the dominant tenement, which damage is caused by any use of the easement area by the servient tenement.

(5) No part of the land shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes, except Grantee, its successors or assigns, may use the property for a model home site and display and sales office during the construction and sales period.

(6) The living area of any patio home unit constructed on the land shall not be less than 1,200 square feet for a one-story dwelling nor less than 1,500 square feet for a two-story structure. Two-story dwellings shall contain a minimum of 800 square

feet on the ground floor. No more than one dwelling shall be built on any one lot or building site.

(7) No building shall be located on any lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. Each patio home unit shall be designed and constructed in such a manner as to incorporate a privacy wall of masonry or wood without windows, doors, or openings, the exterior surface of which shall be located adjacent and abutting a side lot line. There shall be a building setback of ten feet (10') between the abutting side lot and the residence house on the adjoining lot. The residence house shall be constructed a minimum of ten feet (10') from the rear lot line, excluding patios, patio cover, trellises, and like improvements. During original construction, Grantor or its assignee, at its sole discretion, is hereby permitted to approve deviations in the location of improvements upon the lot subject to setbacks shown on the recorded plat and previous recorded instruments.

(8) No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to the public view on any portion of the land except one sign for each building site of not more than twenty-four inches (24") by thirty-four inches (34") for the purpose of advertising the property for sale or rent. Grantor shall have the right to remove any sign, advertisement, or billboard or structure which is placed on said land or lots in violation of this section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

(9) No noxious or offensive trade or activity shall be conducted, whether for profit or not, on the land or any lot which is not related to singly-family residence purposes. Sales operations may take place on those lots which may be designated by Grantee to be used for sales offices or model homes for a maximum period of one (1) year from the date hereof. No activity which may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance or which will degrade property values or distract from the aesthetic beauty of the land shall be conducted.

(10) No structure of a temporary character, recreational vehicle, trailer, basement, tent, shack, garage, barn, playhouse, or other outbuilding shall be constructed, erected, altered, placed, or permitted to remain on the land or any lot at any time as a residence or other use, either temporarily or permanently, except such buildings or structures as may be hereafter permitted. Temporary structures may be used as building offices, sales offices, and for other related purposes during the construction period, if such structures are approved by Grantor.

(11) Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit constructed on the land or upon a lot (not to exceed a total of two (2) pets, provided they are not kept, bred, or maintained for any commercial purpose). Notwithstanding the foregoing, no animals or fowl may be kept on the land or on a lot which results in an annoyance or are obnoxious to residents in the vicinity.

(12) No trailer, camper, recreational vehicles, motorcycle, inoperative vehicle, boat, truck larger than a three-quarter (3/4) ton pickup, similar equipment shall be parked or stored permanently or semi-permanently on any public street, right-of-way or on driveways. Permanent or semi-permanent storage of such vehicles or items must be screened from public view whether within the garage or behind a solid fence.

(13) No wall, fence, planter, or hedge in excess of three feet (3') high shall be erected or maintained nearer to the front lot line than the front building setback line. No rear fence, wall, or hedge and no side fence, wall, or hedge shall be more than eight feet (8') high, and each must be approved by Grantor prior to construction. All rear lot fences shall be placed within twelve inches (12") of the rear property line. Grantor or its assignee, at its sole discretion, is hereby permitted to grant deviations in height, location, and construction materials related to fences and walls which in their judgment will result in a more beneficial use. Any wall, fence, or hedge erected as protective screening on the land or on a lot by Grantor or Grantee shall pass ownership with title to the property, and it shall be the owner's responsibility to thereafter maintain said protective screening.

(14) The drying of clothes in public view is prohibited, and the owners or occupants of any patio home units constructed on the land and located at the intersections of streets or adjacent to parks, playgrounds, greenbelts, or other facilities where the rear or side yard or portion of the patio home unit lot is visible to the public shall construct and maintain a drying yard or other suitable enclosure to screen drying clothes from public view. Similarly, all yard equipment, woodpiles, or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, as to conceal them from view of neighboring patio home unit lots and public areas.

(15) All patio home unit lots shall be kept at all times in a sanitary, healthful, and attractive condition, and the owner or occupants 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 thereof 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 Grantor and then only during such condition as permitted by law. 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, Grantor, or its assignee, may without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut, 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 occupation of the property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the owner, a vendor's lien is herein and hereby retained against the above-described property in favor of Grantor or its assignee but inferior to purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Grantor or not.

(16) 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 lots, houses, or buildings constructed in this subdivision. Television antennae may be attached to the house; however, the antennae'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 antennae shall be erected as a free-standing structure.

(17) The digging of dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction

with the landscaping of or construction on such lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees.

(18) All drainage of water from any lot and the improvements thereon shall drain or flow as set forth below:

(a) Any such water may drain or flow into adjacent streets and shall not be allowed to drain or flow upon adjoining lots or common areas unless an easement for such purpose is granted.

(b) All slopes or terraces on any lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

(c) No structure, planting, or other material shall be placed or permitted to remain or other activities undertaken within the property or any portion thereof by any owner which might damage or interfere with established slope ratios or interfere with established drainage functions or facilities.

(19) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks and antennae, as set forth in paragraph 16 above.

(20) No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed, or maintained on or in any residential building on any part of the property.

The land is a part of and constitutes an addition to Clear Lake City and is hereby subjected to an annual Community Services Charge created by that certain instrument dated July 29, 1963, executed by Friendswood Development Company and recorded in Volume 5205, Page 384, of the Deed Records of Harris County, Texas, and amended by Volume 7295, Page 271, of the Deed Records of Harris County, Texas, reference to which is hereby made for all purposes.

As a part of the consideration for this conveyance, Grantee covenants and agrees with Grantor that it will on or before six (6) months from the effective date hereof (plus a period of time equal to the duration of delays caused by reason of fire, act of God, shortage of labor or material, strike, lockout, casualty, or other condition beyond Grantee's control) commence and diligently thereafter prosecute to final completion on or before twenty-four (24) months from the effective date hereof (meaning "constructed and ready for occupancy") the construction upon the land of a building or buildings for use for the purpose for which the land may be used as above set forth. Grantee further agrees that in the event it should fail to perform its obligation as set forth herein, it will, upon the request of Grantor, its successors or assigns, upon tender to Grantor in cash of a sum equal to ninety percent (90%) of the original purchase price, reconvey the land to Grantor, its successors or assigns, by general warranty deed free and clear of any lien or encumbrances other than those to which this conveyance is subject and any express lien created against said land for the purpose of financing the construction of the building or buildings referred to above. The conditional option to repurchase herein reserved shall be exercised by Grantor on or before thirty (30) months from the effective date hereof, at which time, failing exercise thereof, such option shall terminate and be of no further force or effect. Notwithstanding the above, if Grantee shall have complied with the foregoing provisions of this paragraph, Grantor will, upon request of Grantee, execute and deliver to Grantee a recordable instrument releasing the aforesaid conditional repurchase option. If Grantee should execute a deed of trust to secure a loan made

to Grantee in connection with construction of improvements on said land and the beneficiary of such deed of trust (herein called the "Mortgagee") should give notice to Grantor of the name and identity of such Mortgagee, then in such event, (a) at any time when Grantor considers that Grantee is in default under this paragraph, Grantor shall give written notice thereof to such Mortgagee at the address furnished by such Mortgagee, and such Mortgagee shall thereupon have a reasonable time within which to foreclose its lien and acquire title to, and possession of, the land and within which to comply with the provisions of this paragraph, and while such Mortgagee is attempting in good faith to do the foregoing, Grantor shall not have any right to exercise the said conditional purchase option and (b) if such Mortgagee should fail to comply with the foregoing and fail to comply with the provisions of this paragraph, then Grantor shall have the option, as against such Mortgagee, to purchase the land, but the purchase price shall be the amount referred to above (90% of the purchase price) plus an amount equivalent to the fair market value of improvements actually constructed on the premises as determined by a appraiser who is mutually acceptable to both Grantor and Grantee as reduced by the amount of any outstanding liens affecting the premises or the improvements thereon unless appropriate releases therefrom have been obtained by Grantee.

Taxes for the current year, including the Community Services Charge, have been prorated as of the date hereof, and Grantee assumes and agrees to pay the same.

TO HAVE AND TO HOLD the above-described land and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever, subject to the reservations, exceptions, conditions, and restrictions hereinabove mentioned; and subject thereto, Grantor hereby binds itself, its successors or assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

It is expressly agreed and stipulated that the vendor's lien and superior title is retained against the land conveyed hereby to secure the Community Services Charge described above. The vendor's lien retained herein to secure the Community Services Charge described above shall be subject and inferior to any lien or mortgage now or hereafter existing on the land to the extent of any such charges accrued and unpaid prior to foreclosure of any such lien or mortgage.

Grantee joins in the execution hereof to evidence its agreement to the covenants, reservations, exceptions, conditions, and restrictions hereinabove set out, all of which shall be binding upon it, its successors or assigns.

EXECUTED on this 10th day of August, 1983.

ATTEST:

FRIENDSWOOD DEVELOPMENT COMPANY

M. D. Price
Asst. Secretary

By: L. J. Pezoldt
L. J. Pezoldt, Vice President

OK
FORM OK
OK
TRANS. OK
OK
ADM. OK



- GRANTOR -

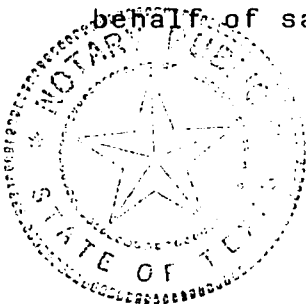
THE RYLAND GROUP, INC.

Address: Ellington Business Park
356 FM 1959
Houston, TX 77034

By: Samuel G. Moore
Title: Vice-President
- GRANTEE -

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 10th day of August, 1983, by L. J. PEZODLT, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.



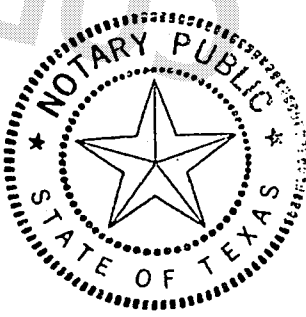
Linda G. Patten
Notary Public, State of Texas

My commission expires: 3-9-85

LINDA G. PATTEN
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES MARCH 9, 1985

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16 day of August, 1983, by Dorothy Marrone, Vice-President of THE RYLAND GROUP, INC., a Maryland corporation, on behalf of said corporation.



Dorothy Marrone
Notary Public, State of Texas

My commission expires: _____

DOROTHY MARRONE
My Commission Expires 9-26-84

copy UNOFFICIAL

METES AND BOUNDS DESCRIPTION
0.7805 ACRE (34,000 SQUARE FEET)
PARCEL 2

Being 0.7805 acre (34,000 square feet) of land situated in the Sarah Deel League, Abstract 13, Harris County, Texas, and being out of a 1.83 acre Unrestricted Reserve in Block 7 of Clear Lake City, Section 1, as recorded in Volume 100, Page 56 of the Harris County Map Records; said 0.7805 acre (34,000 square feet) of land being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

COMMENCING at a 5/8 inch iron rod found for the most southerly end of a 20-foot radius curve located at the intersection of the south right-of-way line of Saturn Lane, based on 60 feet in width, with the west right-of-way line of Bonanza Road, based on 60 feet in width;

THENCE S 23° 14' 00" W 80.00 feet, with the west right-of-way line of said Bonanza Road, to a 5/8 inch iron rod set for the PLACE OF BEGINNING and being the northeast corner of the herein described tract of land;

THENCE S 23° 14' 00" W 340.00 feet, with the west right-of-way line of said Bonanza Road, to a 5/8 inch iron rod found for the southeast corner of this tract;

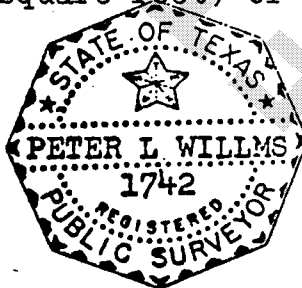
THENCE N 66° 46' 00" W 100.00 feet to a 5/8 inch iron rod set for the southwest corner of Lot 5 of said Block 7 and being the southwest corner of this tract;

THENCE N 23° 14' 00" E 340.00 feet to a 5/8 inch iron rod set for the northwest corner of Lot 4 of said Block 7 and being the northwest corner of this tract;

THENCE S 66° 46' 00" E 100.00 feet to the PLACE OF BEGINNING and containing 0.7805 acre (34,000 square feet) of land.

P. L. Willms

Peter L. Willms
Registered Public Surveyor
Texas Registration No. 1742



Texas Land Surveying Company
P.O. Box 5825 Pasadena, Texas 77508
Job No. 0015-128B July 25, 1983

FILED

AUG 17 9 59 AM 1983

Quinn H. Redman
COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT "A"

Initialed to identify
For FDC *JAB*

056-83-0785

UNOFFICIAL COPY

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

AUG 17 1983



Quita Lockwood
COUNTY CLERK,
HARRIS COUNTY, TEXAS

HOLD
HOUSTON TITLE / CLEAR LAKE
GF # 83.05.0202
ATTN: DM