

# Section II

1988712

RESTRICTIONS  
INWOOD PINES, SECTION TWO  
HARRIS COUNTY, TEXAS

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*1988*

THE STATE OF TEXAS  
COUNTY OF HARRIS

168-31-0002

WHEREAS, CARSON CONSTRUCTION COMPANY, a Texas corporation, is the owner of all of the following described property, joined herein by STEWART TRUST COMPANY, TRUSTEE, is lienholder of the following described property situated in Harris County, Texas, to-wit:

All of the lots in INWOOD PINES, SECTION TWO, save and except Reserves "A", "B", "C", "D" and "E", which reserves shall not be a part of these properties nor subject to the provisions hereof except as specifically provided herein, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 197, Page 85, in the Map Records of Harris County, Texas.

*see*

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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.

NOW, THEREFORE, the above-mentioned owner and lienholder of all of the above-described property do hereby adopt, establish, and impose the following reservations, restrictions, covenants, and conditions upon said 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 lands in said addition and their assigns, and any one of said beneficiaries shall have the right to enforce the restrictions 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 sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an

attached garage for not less than one car. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments, or apartment houses; and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. No building of any kind or character shall ever be moved onto any lot within said subdivision, it being the intention that only new construction shall be placed and erected thereon.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee composed of The Board of Directors of the Inwood Pines Homes Association, or a representative designated in writing by them, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building set back lines as shown on the recorded plat, except decorative or protective fencing for community improvement as approved by the Architectural Control Committee. In the event said committee or a representative designated in writing by them, 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.

3. Dwelling Size. The enclosed ground floor area of any one story single-family dwelling, exclusive of porches and garages, shall not be less than one thousand, five hundred (1,500) square feet. The enclosed ground floor area of any one and one-half story single-family dwelling, exclusive of porches and garages, shall not be less than nine hundred (900) square feet. The enclosed ground floor area of any two story single-family dwelling, exclusive of porches and garages, shall not be less than eight hundred (800) square feet.

4. Type of Construction, Materials, and Landscape. No residence shall have less than 51 percent or equivalent masonry construction on its first story exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee:

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 set back lines shown on the recorded plat. No building shall be located nearer

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than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be located not less than three (3) feet from 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 purposes of this covenant, the term "interior lot line" shall mean the side property line of the building site upon which any residence is to be erected, without regard to the side lines of any of the above subdivided lots shown on the subdivision plat and included in said building site. For the purposes 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 on any lot to encroach upon another lot. For the purposes 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 building will face the front of the lot.

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6. Minimum Lot Area. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6,000 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision does not reduce the building site below the minimum lot area aforesaid of all building plot affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

7. Easements. Easement for the installation and maintenance of utilities, drainage facilities, road and streets heretofore granted are reserved as shown on the recorded plat. 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.

8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

9. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently. No truck, trailer,

automobile or other vehicle shall be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day: provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby.

10. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by Carson Construction Company and/or any builder who purchases lots from Carson Construction Company or their successors and assigns 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 upon any lot.

12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided further, that no lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

13. An underground electric distribution system will be installed in that part of INWOOD PINES, SECTION TWO designated Underground Residential

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Subdivision which underground service area shall embrace all lots in INWOOD PINES, SECTION TWO. The owner of each lot in the Underground Residential Subdivision 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 such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

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14. Reserves "A", "B", "C", "D" and "E" shall be used and utilized for purposes harmonious with the residential character of the remainder of the properties and such uses may include any residential structure, apartments, facilities for recreational purposes, water well site, shops, or facilities for the sale of foods, beverages, clothing, services, and other items for personal uses, professional offices or clinics, automobile service stations or facilities of a similar nature.

15. INWOOD PINES HOMES ASSOCIATION

(1) Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any property which is subject or which will be subject upon the completion of improvement thereon, to maintenance charge assessment by the association, including contract sellers, shall be a member of the INWOOD PINES HOMES ASSOCIATION. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be a appur-

tenant to and may not be separated from ownership of the property which is subject to assessment by the association. Ownership of such property shall be the sole qualification for membership.

(2) Voting Rights. The association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Paragraph 15 with the exception of the developer and builder/owner. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Number (1). When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the developer and builder/owner. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Number (1); provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 1, 1981.

(3) Bylaws. The association may make whatever rules or bylaws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

(4) Nonprofit Corporation. A nonprofit corporation may be organized to assume and perform the duties and functions of the association. Upon the organization of such corporation, and the approval of the Articles of Incorporation and Bylaws therefor by the Federal Housing Administration or the Veterans Administration, all duties, obligations, benefits, liens, and rights hereunder in favor of the association shall vest in said corporation.

(5) Inspection of Records. The members of the association shall have the right to inspect the books and records of the association at reason-

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able times during the normal business hours.

MAINTENANCE CHARGE

1. Each residential lot is hereby subjected to an annual maintenance charge and assessment not to exceed \$5.00 per month or \$60.00 per annum for the purpose of creating a fund to be designated and known as the "maintenance fund," which maintenance charge and assessment will be paid by the owner or owners of each lot to the association in advance annual installments, commencing January 1, 1974; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any lot at one-quarter (1/4) the assessed rate until the first day of the calendar year following the completion and occupancy of a permanent structure thereon. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the association as the needs of the properties may in the judgment of the association require, provided that such assessment will be uniform as between residential lots. The association shall use the proceeds of said maintenance fund for the use and benefit of all owners of lots in INWOOD PINES, SECTION TWO as well as the owners of any and all additional properties which are now or in the future entitled to the benefits of the maintenance fund; provided, however, to be entitled to the benefit of this maintenance fund, any additional properties must be impressed with and subjected to an annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the association. Such uses and benefits to be provided by the association may include, by way of clarification and not limitation, any and all of the following: maintaining parks, parkways, rights-of-way, easements, esplanades, street lights, and other public areas and/or facilities, collecting and disposing of garbage, ashes, rubbish, and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and admin-

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ing upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the association or for any person or persons owning any portion of the properties to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants.

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

3. FHA/VA Approval. As long as there are Class B memberships in the association, the written approval of the Federal Housing Administration or the Veterans Administration shall be required prior to the amendment of these covenants, conditions, and restrictions or the annexation of additional properties to be subject to the terms hereof.

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized officers, this 26<sup>th</sup> day of September, 1973, A.D.

168-31-0010

RECORDER'S MEMORANDUM  
The additions on this instrument were  
present at the time instrument was filed  
and recorded.

ATTEST:

By Mary Thomas  
Secretary

ATTEST:

By Sheila Perry  
Secretary

CARSON CONSTRUCTION COMPANY

By Ray Wallace  
President

STEWART TRUST COMPANY, TRUSTEE

By Joseph M. Marshall  
President

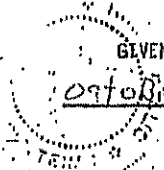


THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared BETTY MITCHELL, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of CARSON CONSTRUCTION COMPANY, a Texas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of OCTOBER, A. D., 1973.



[Signature]  
Notary Public in and for Harris County, Texas

168-31-0011

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Joseph J. Hummel known to me to be the person whose name is subscribed to the foregoing instrument, as President of STEWART TRUST COMPANY, TRUSTEE and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of September, A. D., 1973.



[Signature]  
Notary Public in and for Harris County, Texas

RETURN TO:  
ED BEST  
7502 FONDREN RD.  
HOUSTON TEX 77036