

# Section III

NAY-21-74 166525.4 E159239 LS B PD 12.50

E159239

RESTRICTIONS  
INWOOD PINES, SECTION THREE  
HARRIS COUNTY, TEXAS

Return to: Sonja Layton  
2200 West Loop South  
Houston, Texas 77027

70 B3#

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

104-01-2343

WHEREAS, SUPERIOR HOMES, INC., a Texas corporation, is the owner of all the following described property, joined herein by AMERICAN GENERAL INVESTMENT CORP., is lienholder of the following described property situated in Harris County, Texas, to-wit:

All of the lots in INWOOD PINES, SECTION THREE, save and except Reserves "A" and "B", 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 78, in the Map Records of Harris County, Texas.

1250

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.

### DEFINITIONS

SECTION 1. "Association" shall mean and refer to Inwood Pines Homes Association, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any lot 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 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "lot" shall mean and refer to any of the one hundred and sixty five (165) lots shown upon the recorded subdivision plat. However, RESERVES A and B as shown on the recorded plat shall remain unrestricted.

SECTION 5. "Declarant" shall mean and refer to Superior Homes of Houston, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

RESTRICTIONS, COVENANTS, AND CONDITIONS

ARTICLE I  
USE OF LAND-GENERAL

a. 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.

b. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential lot in INWOOD PINES, SECTION THREE, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

c. No trade or business activity shall be carried on upon any lot in INWOOD PINES, SECTION THREE, nor shall anything be done thereon which may be or become noxious or offensive or an annoyance or nuisance to the neighborhood.

d. No spirituous, vinous, or malt liquor or medicated bitters capable of producing intoxication shall ever be sold or offered for sale, on any lot in INWOOD PINES, SECTION THREE, or any part thereof, nor shall any lot or any part thereof be used for illegal or immoral purposes.

e. No truck, bus, boat or trailer shall be left parked in the street in front of any lot in INWOOD PINES, SECTION THREE, or in any driveway or other portion of any such lot exposed to public view except as construction or repair equipment while a house, or houses, are being built or repaired in the immediate vicinity.

f. No septic tank or private water well will be permitted on any lot in INWOOD PINES, SECTION THREE.

ARTICLE II  
ARCHITECTURAL AND OTHER SPECIFIC RESTRICTIONS

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, 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. Such approval is to be based on the applicable requirements and restrictions set out herein.

(a) No dwelling shall be erected or placed on any lot or combination of lots having a lot width at the minimum building set back line less than the shortest lot width to be found at the minimum building set back line on any lot as presently platted on the aforesaid plat of INWOOD PINES, SECTION THREE; and no dwelling shall be erected or placed on any lot or combination of lots having a lot area less than the smallest lot presently platted on the aforesaid plat of INWOOD PINES, SECTION THREE.

104-01-2345

(b) No structures shall be erected or placed on any residential lot in INWOOD PINES, SECTION THREE, or any part or parts of one or more lots, other than one one-story detached single-family dwelling, or one one and one-half story detached single-family, or one two-story detached single-family dwelling and appurtenant out buildings, including a garage for not less than two-cars nor more than three cars and quarters for domestic employees both of which may be a part of and subject to the provisions hereof with respect to the dwelling but shall not constitute any part of the living area thereof.

(c) No house or garage shall be moved from elsewhere on to any residential lot in INWOOD PINES, SECTION THREE.

(d) No out-building erected on any residential lot in INWOOD PINES, SECTION THREE, or on any part thereof, shall at any time be used as a residence, except as provided in paragraph (a) below, nor shall any residence of a temporary character be permitted. No temporary building shall be erected or maintained on any residential lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not on adjoining lots, lands, streets, or easements; and at completion of construction, the temporary building must be removed immediately. No such temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(e) Living quarters on property other than in the main residential building on any residential lot may be used only for bona fide domestic employees of the occupants of such main residential buildings.

(f) All single-family dwellings in INWOOD PINES, SECTION THREE, shall be constructed on a residential lot so as to front the street upon which such lot fronts.

(g) Dwellings on corner residential lots in INWOOD PINES, SECTION THREE, shall have a presentable frontage on all streets on which that particular lot fronts.

(h) The enclosed ground floor area of any single-family dwelling, exclusive of porches and garages, shall not be less than one thousand four hundred (1400) square feet.

(i) Subject to the qualifications set out hereinafter, the building lines for any residence to be erected upon any residential lot in INWOOD PINES, SECTION THREE, shall be:

- (1) Front building line: The front building line shall be that which is shown on the Subdivision Plat of INWOOD PINES, SECTION THREE;
- (2) Side Building Line: The side building line shall be not less than five (5) feet from the side property lines: provided however, that the "side property lines" herein referred to shall be deemed to be the actual 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; and provided, further, that when any side property line of any building site faces and is immediately adjacent to any street shown on the subdivision plat of INWOOD PINES, SECTION THREE, the particular side building line adjacent to any street shown on the subdivision plat of INWOOD PINES, SECTION THREE, the particular side building line adjacent to said street shall not be less than ten (10) feet from the right-of-way line of said street:

provided further, however, that in the event the map or plat of INWOOD PINES, SECTION THREE, expressly prescribes a different and greater side building line than is set out hereinabove with respect to any particular lot covered hereby the particular rear or plat shall control over the hereinabove stated rear or side building line, respectively.

(j) 1. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) feet above the roadways shall be placed or permitted to remain on any corner residential lot or tract abutting on two streets within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any such residential lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2. Anything hereinabove contained to the contrary notwithstanding it is hereby provided that no fence or wall shall be placed or permitted to remain on any residential lot in the area between any street adjoining same and the front building line (or the front of the house, whichever area is greater) or in the area between any side street adjoining same and the side street building line on said lot.

(k) No radio or television aerial wires or antennas shall be permitted on any portion of any residential lot forward of the front building line of said lot.

(l) No detached garage, quarters for said domestic employees, or other outbuilding of any kind shall be erected on any residential lot nearer than sixty (60) feet to the front property line nor nearer than three (3) feet to the side property line.

(m) No outside toilets will be permitted.

(n) No outbuildings on any residential lot shall exceed in height the dwelling to which they are appurtenant.

(o) Every such outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant.

(p) The exterior walls of all residences shall be not less than 51% (fifty-one percent) masonry. Masonry as used and required herein shall include brick, veneer, stone, stone veneer, or other masonry type of construction, but shall not include asbestos shingles or other similar fireproof siding. Exterior walls as used herein shall exclude gables, doors, and window.

(q) No window or wall type air conditioner, fan or heater shall be permitted to be used, erected, placed or maintained on or in any building so that same is visible from the street in front of the building on any lot in INWOOD PINES, SECTION THREE.

(r) Each kitchen in each dwelling or living quarter situated on any lot in INWOOD PINES, SECTION THREE, shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(s) Before the initial dwelling unit is completed, the lot owner shall construct a concrete sidewalk four (4) feet in width parallel to the street curb and two (2) feet from the lot boundary line(s). It shall extend to the projection of the lot boundary line(s) into the straight right-of-way and/or straight curbs at corner lots.

(t) No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line.

(u) No stumps, trees, underbrush or any refuse of any kind or scrap material from the improvements being erected on any residential lot shall be placed on any adjoining lot, streets or easements. All such material, if not disposed of immediately, must remain on the residential lot on which construction is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(v) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of the lots in INWOOD PINES, SECTION THREE, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of said lots, other than the well bore of a well directionally drilled from the other land and more than 100 feet below the surface of 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 part of the said lots.

(w) At no time shall any house trailer, or any truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton, ever be parked overnight or stored on any residential lot nor shall any such house trailer, or any such truck, trailer or commercial vehicle having a rated load capacity in excess of one (1) ton be parked on any street in INWOOD PINES, SECTION THREE, at any time other than as maybe reasonable required incident to construction work on or delivery or pick-up of goods, wares, property or materials to or from lots in said subdivision.

(x) Notwithstanding anything to the contrary expressed herein, during the construction period but in no event after June 30, 1974, OWNER and any corporation of which it may be a shareholder, and such other builders and/or developers in INWOOD PINES, SECTION THREE, as OWNER may designate, shall have

the right to maintain offices, lumberyards and warehouses on any lot or lots in INWOOD PINES, SECTION THREE, without such action being considered a violation of these restrictions.

(y) An underground electric distribution system will be installed in that part of INWOOD PINES, SECTION THREE, designated Underground Residential Subdivision, which underground service area shall embrace all lots in INWOOD PINES, SECTION THREE. 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 services 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 valid 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.

(z) Reserves "A" and "B" 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.

ARTICLE III  
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 an appurtenant 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 above defined in Paragraph (1) 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

(5)

104-01-2347

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 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 reasonable 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

(6)

104-01-2348

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 THREE 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 administration of the maintenance charge and assessment caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the association to keep the property entitled to the benefit of the maintenance fund neat and in good order, or which is considered of general benefit to the owners or occupants of such property, it being understood that the judgment of the association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

104-01-2349

2. To secure the payment of the maintenance fund established hereby and to be levied on each individual lot above-described, there shall be reserved in each deed by which the developer and builder shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, such beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

#### GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding 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.

104-01-2350



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 addition properties to be subject to the terms hereof.

104-01-2351

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized officers, this 25 day of September, 1973, A.D.

ATTEST:

SUPERIOR HOMES, INC.

BY *Dorothy Gay Nell Hall*  
Dorothy Gay Nell Hall, Secretary

BY *Donald A. Hall*  
Donald A. Hall, President

*20*

ATTEST:

AMERICAN GENERAL INVESTMENT CORP.

BY *[Signature]*  
Assistant Secretary

BY *[Signature]*  
Assistant Vice President

ATTEST:

CONSENT OF SECOND LIENHOLDER

104-01-2353

HOUSTON BAPTIST UNIVERSITY (formerly Houston Baptist College) being the owner and holder of certain liens on the property described in and covered by the foregoing RESTRICTIONS, as such liens appear of record (and being secondary to the liens held by American General Investment Corp.), as such lienholder does hereby consent to the attached and foregoing RESTRICTIONS, but it is agreed and understood that this consent shall not operate or be construed to lessen, impair or diminish the liens held by the undersigned, all of which liens shall be and remain in full force and effect, subject to the said RESTRICTIONS set out in the foregoing and attached instrument.

EXECUTED this the 20<sup>th</sup> day of May, 1974.

HOUSTON BAPTIST UNIVERSITY

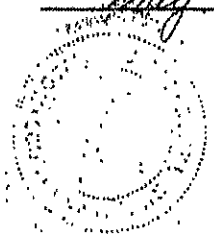
ATTEST:  
BY: Howard C. Ree  
Secretary

BY: Curtis Hankamer  
Chairman, Board of Trustees

STATE OF TEXAS  
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Curtis Hankamer, as Chairman of Board of Trustees of HOUSTON BAPTIST UNIVERSITY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HOUSTON BAPTIST UNIVERSITY, a Texas non-profit corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity as therein stated.

GIVEN under my hand and seal of office this the 20<sup>th</sup> day of May, 1974.



Nina L. Kamin  
Notary Public in and for  
Harris County, T E X A S

(11)

Return to:  
Sonja Layton  
P.O. Box 1504  
Houston, Texas 77001

FILED  
MAY 21 2 04 PM 1974  
COUNTY CLERK  
HARRIS COUNTY, TEXAS