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DEED RECORDS

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THE STATE OF TEXAS

VOL 6487 PAGE 339

COURTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, INDIAN SHORES, INC. is the owner of a tract of land in the William Whitlock Survey, Abstract 83, Harris County, Texas, which has been subdivided and platted as INDIAN SHORES, SECTION FOUR, as shown by the map thereof recorded in Volume 194 Page 93 of the Map Records of Harris County, Texas; and

see

053-26-1185

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, INDIAN SHORES, INC., being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on INDIAN SHORES, INC. and all parties and persons claiming under it until March 31, 1989, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

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If INDIAN SHORES, INC., or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

(a) No lot shall be used except for residential purposes, except that area which is specifically marked "unrestricted reserve" on said plat. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses on said residential lots, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached family dwelling not to exceed three stories in height, a private garage for not more than three cars, and a boat house, pier, and other appurtenances necessary for the enjoyment of the water facilities of Lake Houston by a private family. Nothing herein shall prevent the joint purchase of one house by one or more families provided that the usage of same remains "residential" as hereinabove outlined. The "unrestricted reserve" on said plat may be used only for private club or recreational purposes, and all manufacturing, industrial or warehouse usage is specifically prohibited.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of HOWARD W. EDMUNDS, E. G. McMILLAN, and WILLIAM H. CRAIG, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required

THE STATE OF TEXAS)
COUNTY OF HARRIS)
I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Records' Records in my office under the file number stamped thereon. I hereby certify on

MAY 21 1976



R. E. TURKENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Signature]

055-26-1185

and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives, shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) There are hereby established three different categories of requirements for the construction and occupancy of homes, described as follows:

(1) Leisure Homes --- A "leisure home" is defined as a home which is the second home of a person who maintains a permanent home in another area. The "leisure home" is used by this person for the recreation of himself, his family and his friends, at such times as he desires, while still maintaining a permanent home elsewhere. Such a home must contain not less than 1200 square feet of floor area, exclusive of porches and garages, and the exterior walls shall be at least 20% brick, brick-veneer, stone, concrete, or other masonry type construction.

(2) Retirement Homes --- A "retirement home" is defined as a home that is the permanent home of a man and his wife whose children no longer reside with them. Such a home must contain not less than 1200 square feet of floor area, exclusive of porches and garages, and the exterior walls shall be at least 20% brick, brick-veneer, stone, concrete, or other masonry type construction, and must contain a garage or carport for at least one automobile.

(3) Permanent Family Homes --- A "permanent family home" is defined as the sole, full-time residence of a man and his family. Such a home must contain not less than 1600 square feet of floor area, exclusive of porches and garages, and must contain a garage or carport for not less than two automobiles. The exterior walls of these residences shall be at least fifty-one percent brick, brick-veneer, stone, concrete or other masonry type construction, unless waived by the Architectural Control Committee.

(d) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the recorded plat. No residences shall be maintained nearer to an interior lot than five (5) feet.

(e) No residential structure shall be erected or placed on any building plot which has an area of less than 9000 square feet.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(g) No fence, wall, hedge, nor any pergola or other detached structure higher than two feet above the ground, shall be erected, grown, or maintained on any part of the lot forward of the front building line of said lot, nor shall any fence be constructed to the rear of any home backing to the golf course. All lots backing to the golf course shall be required to plant golf course fairway type grass similar to that planted on the Indian Shores golf course to the rear of the home. On such lots the clothes line must be to the side of the house.

(h) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(i) The raising or keeping of horses, hogs, poultry, fowls, or of other livestock, on any part of the subdivision is strictly prohibited.

(j) No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in INDIAN SHORES, SECTION FOUR. No premises or any part thereof shall be used for vicious, illegal, or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations, or instructions relating to or affecting the use or occupancy or possession of any of said sites.

THE STATE OF TEXAS)
COUNTY OF HARRIS)

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MAY 21 1976

H. E. ARGENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS



[Handwritten Signature]

059-26-1187

(k) No sign of any kind shall be displayed on any residential lot to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or INDIAN SHORES, INC. to advertise the property during the construction and sales period.

(l) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(m) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(n) Title to any lot or portion thereof shall not include title to any utility line in, under, or on, any easement or street.

(o) All concrete pipes under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the Architectural Control Committee.

(p) No water well shall be permitted. No oil or gas wells may be drilled on any lot, nor may any lot be leased for oil, gas, or mineral purposes, subject to the existing oil and gas lease.

(q) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the recorded plat of INDIAN SHORES, SECTION FOUR.

(r) Any violation of any of the covenants, agreements, reservations, easements, and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage or deed of trust, or to the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the covenants, agreements, restrictions, reservations, or covenants may be violated.

(s) Nothing herein shall prevent the usage of any lot as a field sales office or model home office by INDIAN SHORES, INC., its successors or assigns.

(t) No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mineral operations shall be permitted upon or in any part of INDIAN SHORES, SECTION FOUR.

(u) Each residential building plot shall be subject to an annual maintenance charge of \$20.00 per lot for the purpose of creating a fund to be known as "MAINTENANCE FUND", and to be paid by the owner of each building plot. This charge shall be payable to the "INDIAN SHORES OWNERS COMMITTEE" annually in advance on January 1st of each year and shall commence from the date of the contract of sale or conveyance of the building plot by INDIAN SHORES, INC. but not sooner than January 1, 1967. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots. Any maintenance charge not paid when due shall bear interest from the date it became due until paid at the rate of 6% per annum.

The total fund accumulated from this charge, insofar as the same may be sufficient, shall be applied towards the payment of maintenance expenses for any or all of the following purposes: lighting, improving and maintaining streets, parks, parkways, esplanades, dredging of channels and waterways; coping for vacant lots; payment of legal or other expenses incurred in connection with the collection, enforcement and administration of the "MAINTENANCE FUND" and the enforcement of all covenants and restrictions for the subdivision; employing policeman and watchmen; supporting a volunteer fire department; and doing any other thing necessary or desirable in the opinion of the Trustees of INDIAN SHORES OWNERS COMMITTEE to keep the property in the subdivision neat and in good order, or which it considers to be of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Trustees of INDIAN SHORES OWNERS COMMITTEE in the expenditure of such funds, shall be final and conclusive so long as such judgment is exercised in good faith.

THE STATE OF TEXAS)
COUNTY OF HARRIS)
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MAY 21 1976



R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

Arthur J. [Signature]

059-26-1188

The INDIAN SHORES OWNERS COMMITTEE shall be comprised of owners of lots in the subdivision designated as INDIAN SHORES. Each lot owned in the subdivision shall be entitled to one vote at any meeting of the members. The Committee shall act through a Board of Trustees comprised of three (3) persons, who shall either be owners of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision. The initial Board of Trustees shall be composed of HOWARD W. EDMUNDS, E. O. McMILLAN and WILLIAM H. CRAIG, who shall serve until January 1, 1968, unless all three (3) initial Trustees resign prior to that time. In case of resignation, death or incapacity to serve of any one of said initial Trustees, the two remaining Trustees may appoint a Substitute Trustee to serve the remainder of said period. After January 1, 1968, or sooner if all three initial Trustees resign, the owners of lots in the subdivision shall elect the Board of Trustees from the members; or the owners of lots in said subdivision may organize a non-profit corporation to take over the duties and functions of the property owners committee and thereafter all benefits, liens and rights hereunder shall vest in said corporation.

EXECUTED this the 27th day of AUGUST, 1966.



INDIAN SHORES, INC.

By Howard W. Edmunds ¹⁰²
Howard W. Edmunds, President

Bonnie A. Edmunds
Secretary

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared HOWARD W. EDMUNDS, known to me to be the person whose name is subscribed to the foregoing instrument, an President of Indian Shores, Inc., a 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 27th day of AUGUST, 1966.



W. J. Patton
Notary Public, in and for
Harris County, Texas
My Commission Expires Dec. 6, 1967

THE STATE OF TEXAS)
COUNTY OF HARRIS)
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R. E. TURBENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS

[Handwritten signature]

DEED RECORDS

VOL 6487 PAGE 343

059-26-1189

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Peter Turrentine
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

AUG 30 1966



Peter Turrentine
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return To:

HEWITT, SHAW, INC.
2022 NORTH TEXAS STREET
HOUSTON, TEXAS

THE STATE OF TEXAS)
COUNTY OF HARRIS)

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photographic copy of the original record now in my lawful custody and
possession, filed on the date stamped thereon and as the same is
recorded in the Recorder's Records in my office under the file number
stamped thereon. I hereby certify on

MAY 21 1976

R. E. TURRENTINE, JR.
COUNTY CLERK
HARRIS COUNTY, TEXAS



R. E. Turrentine, Jr.