



Deed Restrictions Section 6

DEED RESTRICTIONS

INWOOD FOREST, SECTION SIX

HOUSTON, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, STEWART TRUST COMPANY, TRUSTEE, a Texas corporation being hereinafter referred to as Owner, is the owner of those certain lots, tracts, and parcels of land in Harris County, Texas, described as follow, to-wit:

All of INWOOD FOREST, SECTION SIX (6), an Addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 155 at Page 138, of the Map Records of Harris County, Texas,

reference being made to said Subdivision Plat of INWOOD FOREST, SECTION SIX, and the record thereof for all purposes and for a complete description of the lots and parcels of land hereinabove described, and

WHEREAS, HOUSTON BAPTIST COLLEGE, a Texas non-profit corporation, of Harris County, Texas, hereinafter referred to as LIENHOLDER, is the owner and holders of a deed of trust lien affecting the lots and parcels of land hereinabove described;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That OWNER and LIEN HOLDER, covenant and agree that the said lots and parcels of land hereinabove described and identified, are held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations, easements and restrictions hereinafter set forth; and same shall be considered a part of each contract and deed affecting said lands, or any portion of same, as though fully incorporated therein; and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of OWNER and LIENHOLDER and their respective successors and assigns and all subsequent purchasers of said lands or any portion of same.

DEFINITIONS

The word "street" as used herein shall include any street, drive, boulevard, road, lane, avenue or any place as shown on the recorded plat as a thoroughfare.

Any lot, except a corner lot, is deemed to front on the street upon which it abuts.

A "corner lot" is one that abuts on more than one street. A corner lot shall be deemed to front on the side of the lot having the deepest building set back line, as designated by the aforesaid plat of INWOOD FOREST, SECTION SIX. The term "lot" or "residential lot" as used herein shall be deemed to refer to the aforesaid lots in INWOOD FOREST, SECTION SIX .

USE OF LAND – GENERAL

(a) None of the lots in INWOOD FOREST, SECTION SIX, shall be used for anything other than residential purposes.

(b) No sign of any kind shall be displayed to the public view on any residential lot in INWOOD FOREST, SECTION SIX, except one sign containing not more than five square feet which advertises the property as being for sale or rent.

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

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

(e) 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 FOREST, SECTION SIX, or any part thereof, nor shall any lot or any part thereof be used for illegal or immoral purposes.

(f) No truck, bus, boat or trailer shall be left parked in the street in front of any lot in INWOOD FOREST, SECTION SIX, 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.

(g) No septic tank or private water well will be permitted on any lot in INWOOD FOREST, SECTION SIX.

ARCHITECTURAL AND OTHER SPECIFIC RESTRICTIONS

No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any lot in INWOOD FOREST, SECTION SIX, until the complete plans and specifications and a plot plan showing the location of the structure have been submitted to and approved in writing (as provided hereinafter) by the Architectural Committee as to quality of design, workmanship and materials, harmony of exterior design with existing or approved structures, and location with respect to topography and finish grade elevation. 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 FOREST, SECTION SIX; 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 FOREST, SECTION SIX.

(b) No structure shall be erected or placed on any residential lot in INWOOD FOREST, SECTION SIX, 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 dwelling, 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 swelling but shall not constitute any part of the living area thereof.

(c) No structure shall be moved on to any residential lot in INWOOD FOREST, SECTION SIX.

(d) No out-building erected on to any residential lot in INWOOD FOREST, SECTION SIX, or any part thereof, shall at any time be used as a residence, except as provided in paragraph (e) 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, land, streets, or easements, and at completion of construction, the 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 for bona fide domestic employees of the occupants of such main residential buildings.

(f) All single-family dwellings in INWOOD FOREST, SECTION SIX, 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 FOREST, SECTION SIX, shall have a presentable frontage on all streets on which that particular lot fronts.

The enclosed ground floor area of any one-story, single-family dwelling, exclusive of porches and garages, shall not be less than one thousand, nine hundred (1,900) square feet. The enclosed ground floor area of any one and one-half story or two story single-family dwellings, exclusive of porches and garages, shall not be less than one thousand two hundred (1,200) square feet. The total enclosed living area of any one and one-half story or two story single-family dwellings, exclusive of porches and garages, shall not be less than one thousand nine hundred (1,900) square feet.

(i) Subject to the qualification set out hereinafter, the building lines of any residence to be erected upon any residential lot in INWOOD FOREST, SECTION SIX, shall be:

(1) Front building line: The front building line shall be that which is shown on the Subdivision plat of INWOOD FOREST, SECTION SIX.

(2) Rear Building line: The rear building line on all of the lots in Block One (1) and Three (3) shall not be nearer than Twenty (20) feet to the rear lot lines; provided, however, that the rear building line on Lots one (1) through Thirteen (13), inclusive, in Block One (1) shall not be nearer than the rear easement boundary as shown on the Subdivision plat of INWOOD FOREST, SECTION SIX;

(3) 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 lines 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 FOREST, SECTION SIX, the particular side building line adjacent to said street shown on the subdivision plat of INWOOD FOREST, SECTION SIX, 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 FOREST, SECTION SIX, expressly prescribes a different and greater rear or side building line than is set out hereinabove with respect to any particular lot covered hereby the particular rear or side building line, respectively.

(j) 1. No fence, wall, hedge or shrub planting which obstructs sight lines

at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner residential lot or on any 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 sight-line limitations shall apply on any such residential lot within (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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2. Further, no fence or wall in excess of six feet (6) in height at any point thereon, measured perpendicularly from the ground level to the top thereof, shall be placed or permitted to remain on any interior lot.

3. No fence or wall shall be placed or permitted to remain on any border lot which said fence or wall shall exceeds four (4) feet in height at any point thereon, measured perpendicularly from ground level to the top thereof; nor shall any such fence or wall be placed in the rear twenty (20) feet of a border lot. However, a concrete or masonry curb not to exceed eighteen (18) inches in height may be placed along the rear lot lines and along the rear twenty (20) feet of the side lot lines of a border lot.

4. Anything herein contained to the contrary notwithstanding, it is hereby controllingly 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 antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot.

(l) No detached garage, servant's quarters, 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. This does not apply to garage and servant's quarters when attached to the main residence.

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, brick veneer, stone, stone veneer, or other masonry type of construction, but shall not include asbestos shingles or other similar fire-proof siding. Exterior walls as used herein shall exclude gables, doors, and windows.

(q) No roof of any building shall be constructed or covered so that the exposed material is of any material except wood shingles, except that other materials submitted to and approved in writing by the Architectural Control Committee may be used in lieu of wood shingles on an individual house.

(r) No window or wall type air conditioner 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 FOREST, SECTION SIX.

(s) Each kitchen in each dwelling or living quarters situated on any lot or building site in INWOOD FOREST, SECTION SIX, shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a

serviceable condition.

(t) 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.

(u) 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.

(v) 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 lots, streets or easements. All such material, if not disposed of immediately, must remain on the residential lot or building site on which construction is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(w) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of the lots in INWOOD FOREST, SECTION SIX, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of said lots. 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.

(x) 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 FOREST, SECTION SIX, at any time other than as may be reasonably required incident to construction work on or delivery or pick-up of goods, wares, property or materials to or from lots in said subdivision.

(y) Notwithstanding anything to the contrary expressed herein, during the construction period but in no event after June 30, 1972 OWNER and any corporation of which it may be a shareholder, and such other builders and/or developers in INWOOD FOREST, SECTION SIX, as OWNER may designate, shall have the right to maintain offices, lumberyards and warehouses on any lot or lots in INWOOD FOREST, SECTION SIX, without such action being considered a violation of these restrictions.

ELECTRIC SERVICE

1. " An underground electric distribution system will be installed in that part of INWOOD FOREST SUBDIVISION, SECTION SIX (6), designated Underground Residential Subdivision, which underground service area shall embrace all lots in Inwood Forest, Section Five (5), except Lots 24 and 25, Block 1; Lots 8 through 21, Block 3; Lots 1 through 14; Block 4; Lots 1 through 3, Block 5; and Lots 1 and 2, Block 6, (to which lots electric service shall be furnished from overhead distribution lines). 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 electrical 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, 3 wire, 60 cycle, alternating current.

ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall be composed of HARY P. HEWELL, J. G. WILKERSON, and C. HAROLD WALLACE of Houston, Harris County, Texas. The forgoing members shall serve for a period of fifteen (15) years, or until their successors are duly appointed. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the expiration of fifteen (15) years from date of these restrictions, the then record owners of a majority of the lots in this subdivision shall have the power through a written instrument executed by the then owners of a majority of such lots and duly recorded in the Deed Records of Harris County, Texas, to change the membership of the Committee and to restore to the Committee any of its original powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it; or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

At any time after fifteen (15) years from the date hereof the then record owners of a majority of the lots in this subdivision may elect to transfer all of the rights, powers, duties, purposes and functions of the Committee to any non-profit civic club or similar association or organization representing them; and upon such transfer this Committees shall cease to exist, and said civic club or similar association or organization shall succeed to all of the rights, powers, duties, purposes, and functions of this Committee.

Specifically, but not by way of limitation, the Committee shall have the following rights, duties, privileges, functions, and purposes, to-wit:

The right to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions.

The right, but not the obligation, to enforce these restrictions and/or to prevent violations thereof; and

C. The right to adopt rules for the conduct of its business which shall not be inconsistent with anything herein contained.

DURATION OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all 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 each, unless an instrument signed by the then record owners of a majority of the residential lots has been recorded, agreeing to change said covenants in whole or in part.

RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon OWNER, LIEN HOLDER and their respective successors and assigns and all parties claiming by, through or under them, or any of them, and all subsequent property owners, of the hereinabove described lands, and any part of same, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions; provided, however, that no such person, firm or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

OWNER, its successors and assigns, an/or the INWOOD FOREST COMMUNITY IMPROVEMENT ASSOCIATION, shall have the right, but not the duty, to enforce observance and performance of these restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot, lots or land affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS

It is agreed that all sales and conveyances of the above identified lands in INWOOD FOREST, SECTION SIX, shall be subject to dedicated easements and rights of way shown on the map or plat thereof, and to any utility easements over, under, along and across such portions of each lot and tract, as are reflected on said map or plat, for the purpose of installing using, repairing and maintaining utilities, ie., water and sewer lines, electric and telephone wiring, storm drainage ditches and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right to access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush or shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of INWOOD FOREST, SECTION SIX, and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid.

MAINTENANCE CHARGE

1. Each lot in INWOOD FOREST, SECTION SIX, is hereby subjected to an annual maintenance charge and assessment not to exceed \$4.00 per month or \$48.00 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 within INWOOD FOREST, SECTION SIX, to INWOOD FOREST COMMUNITY IMPROVEMENT ASSOCIATION in advance annual installments, commencing January 1, 1969. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by INWOOD FOREST COMMUNITY IMPROVEMENT ASSOCIATION as the needs of the subdivision may in the judgment of that association require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$4.00 per lot per month, or \$48.00 per lot per year. The present owners of the property hereinabove described and their successors

and assigns agree to pay their and each of their proper proportion of said assessment for all lots in INWOOD FOREST, SECTION SIX, which are fully developed and saleable building sites. INWOOD FOREST COMMUNITY IMPROVEMENT ASSOCIATION shall use the proceeds of said maintenance fund for the use and benefit of all residents of INWOOD FOREST, SECTION SIX, as well as all other sections which are a subdivision of the 335.9872 acres of land situated in the County of Harris, State of Texas, out of the Samuel Leeper Survey, A-522 and the B.B.B. & C.RR. Co. Survey A-181 and more fully described in deed from Marie Fuchs Hurt to J. G. Wilkerson, Trustee, recorded in Volume 5622, Page 11, Deed Records of Harris County, Texas, and deed from H. Vollmer Niemann and Ira P. Jones, Jr., as Independent Executors and Trustees Under the Will and of the Estate of Paul Vollmer, Deceased, recorded in Volume 5621, Page 616, Deed Records of Harris County, Texas, to each of which Deeds and the records thereof reference is here made for a full description, and for the use and benefit of all residents of such other tracts, parcels, sections, additions or subdivisions of land which are owned jointly by METALLIC BUILDING COMPANY, J. G. WILDERSON, INC. and YORK DEVELOPMENT CO. their successors and assigns, out of which additional Sections and/or Subdivisions may be subdivided, provided, however, that each section or subdivision to be entitled to the benefit of this Maintenance Fund, must be impressed with and subjected to the 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 INWOOD FOREST COMMUNITY IMPROVEMENT ASSOCIATION. Such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, constructing and maintaining parks, parkways, rights-of-way, easements, any and all of the following: esplanades and other public areas, collecting and disposing of garbage, ashes, rubbish and the like; providing, maintaining and operating recreational facilities; 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, employing policemen and watchmen, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the INWOOD FOREST COMMUNITY IMPROVEMENT ASSOCIATION to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of INWOOD FOREST COMMUNITY IMPROVEMENT ASSOCIATION in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

2. To secure the payment of the maintenance fund established hereby and to be levied on individual residential lots above described, there shall be deemed to have been reserved in each Deed by which the Owner (grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the above mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and 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 said 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 lien holder, 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 assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

JOINDER OF LIENHOLDER

LIENHOLDER joins in the execution hereof for the purpose of subordinating all of the liens held by them against the above described property unto these presents, and does hereby consent and agree to the imposition of the aforesaid reservations, restrictions, covenants, and conditions; and LIENHOLDER hereby agrees that a foreclosure shall not affect such reservations, restrictions, and covenants, except that the aforementioned Maintenance Charge shall be inferior to the existing liens held by the undersigned lien holders.

EXECUTED on this the 22nd day of April, 1969.