

Section I

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140-29-2247

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AMENDED DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FILED
K. J. [Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

1972 FEB 17 PM 1 20

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THIS AMENDED DECLARATION, made on the date hereinafter set forth by
STEWART TRUST COMPANY, TRUSTEE, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in County of
HARRIS, State of TEXAS, which is more particularly described as:

All of Inwood Pines, Section One, an addition in Harris
County, Texas, according to the map or plat thereof recorded
in Volume 182, Page 32 of The Map Records of Harris County, Texas.

NOW THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
easements, restrictions, covenants, and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right,
title or interest in the described properties or any part thereof, their
heirs, successors and assigns, and shall insure to the benefit of each
owner thereof.

ARTICLE I

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 fee 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 here-
after be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon
any recorded subdivision map of the Properties.

Section 5. "Declarant" shall mean and refer to Stewart Trust Company,
Trustee, its successors and assigns if such successors or assigns should

acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

USE OF LAND - GENERAL

(a) None of the lots in INWOOD PINES, SECTION ONE, 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 lots in INWOOD PINES, SECTION ONE, 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 PINES, SECTION ONE, 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 PINES, SECTION ONE, 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 PINES, SECTION ONE, 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 PINES, SECTION ONE, 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 PINES, SECTION ONE.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may

not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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 Declarant and shall be entitled to three (3) votes for each Lot owned. 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.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges. Such assessments to be established and collected as hereinafter provided together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and

welfare of the residents in the Properties and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the day of the sale of the first lot. The first annual assessment

shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

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 by 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 ONE; 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 ONE.

(b) No structures shall be erected or placed on any residential lot in INWOOD PINES, SECTION ONE, 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 ONE.

(d) No out-building erected on any residential lot in INWOOD PINES, SECTION ONE, or on 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, 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 ONE, 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 ONE, 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, five hundred (1,500) 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 ONE, shall be:

(1) Front building line: The front building line shall be that which is shown on the Subdivision Plat of INWOOD PINES, SECTION ONE;

(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 ONE, the particular side building line adjacent to any street shown on the subdivision plat of INWOOD PINES, SECTION ONE, 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 ONE, 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 side building line or lines prescribed in said map 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 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 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 intersections 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 5 1/2

(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 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 ONE.

(r) Each kitchen in each dwelling or living quarter situated on any lot in INWOOD PINES, SECTION ONE, 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 lots, 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 operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part of the lots in INWOOD PINES, SECTION ONE, 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 ONE, at any time other than as may be 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 ONE, as OWNER may designate, shall have the right to maintain offices, lumberyards and warehouses on any lot or lots in INWOOD PINES, SECTION ONE, 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 Subdivision, Section One, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Inwood Pines Subdivision, Section One. 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

140-29-2258

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of December, 1971.

ATTEST

STEWART TRUST COMPANY, TRUSTEE

By: Charles Ward
VICE PRESIDENT

Rvm

[Signature]
SECRETARY

ATTEST:

SUPERIOR HOMES DEVELOPMENT CORPORATION

BY: [Signature]
DOROTHY BRYNELL HALL, Secretary

By: [Signature]
DONALD A. HALL, President

MORGAN CUSTOM BUILT HOMES, INC.

[Signature]
Elizabeth Lynn-Assistant Secretary

[Signature]

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Harris

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles Ward, Vice President, 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 Stewart Trust Company, Trustee a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of December A. D. 1971

(L. S.)

Mary E. Campbell
Notary Public in and for Harris County, Texas

140-29-2259

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Donald A. Hall

, 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 a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of January A. D. 19 72.

(L. S.)

Terrence G. Day
Notary Public in and for Harris County, Texas

FORM 844

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Arnold E. Morgan, President of MorganCustomBuilt Homes, Inc..

, 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 a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of January A. D. 19 72

(L. S.)

Dee L. Staudt
Notary Public in and for Harris County, Texas

FORM 844

DEE L. STAUDT
Notary Public in and for Harris County, Texas