

Section 3

OCT-29-71 785877 D 449547 - B PB 1350

THE STATE OF TEXAS

COUNTY OF HARRIS

D449547

135-40-0666

WHEREAS, First General Realty, First Mortgage Company, The Eastridge Co., all Texas corporations, are the owners of the following described property, joined herein by Gulfgate State Bank, a Texas banking corporation lienholder of the following described property situated in Harris County, Texas, to-wit:

All of the lots in North Forest Section Three (3), save and except Reserves "C" and "D", which Reserves "C" and "D" shall not be a part of the properties nor subject to the provisions hereof (except as specifically provided in Paragraph 14 hereof, only), a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded at Volume 182, Page 106 in the Map Records of Harris County, Texas.

WHEREAS, it is the desire of said owners 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 owners and lienholders of all of the above described property do hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon said property, which shall constitute covenants running with the title of the land and shall inure to the benefit of said parties, their respective successors and assigns, and to each and every purchaser of lands in said addition and their assigns, and any one of said beneficiaries shall have the right to enforce the restrictions using whatever legal method is deemed advisable.

Restrictions, Covenants and Conditions

1. Land Use and Building Type. All lots shall be known and described as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than 2 or more than 4 cars. 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.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

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2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee composed of Glenn W. Loggins, Larry D. Johnson, and R. H. Basden, or a representative designated in writing by them, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back lines as shown on the recorded plat, except decorative or protective fencing for community improvement as approved by the Architectural Control Committee. In the event said committee or a representative designated in writing by them, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor shall the ground floor area plus the upper floor area of the main residential structure of a one and one-half (1-1/2), or a two story (2) dwelling be less than 1,200 square feet.

4. Type of Construction, Materials and Landscape.

- (a) No residence shall have less than 50% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.
- (b) No roof of any material except wood shingles shall be constructed in North Forest, Section Thre (3) without the written consent of the Architectural Control Committee.
- (c) A concrete sidewalk 4 feet wide shall be constructed parallel to the curb two (2) feet from the property line along the entire fronts of all lots. In addition thereto, four (4) foot wide sidewalks shall be constructed parallel to the curb two (2) feet from the property line along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and

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same shall be constructed and completed before the main residence is occupied.

135-40-0668

- (d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of North Forest Section Three (3).
- (e) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (f) No landscaping shall be done in the front of any dwelling in North Forest, Section Three (3) until the landscape layout and plans have first been approved by the Architectural Control Committee, such landscaping is to be planted in the parkway area and on the front of the lot at the time the dwelling is being completed and before occupancy.

5. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line, provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions on any lot, (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen percent (15%) of the width of the lot measured (to the nearest foot) along the front set back line shown on the recorded plat. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

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Each main residence building will face the front of the lot, and each garage will face the front of the lot on which it is situated and will be provided with the driveway access from the front of the lot only.

6. Minimum Lot Area. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6,600 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such resubdivision does not reduce the building site below the minimum lot area aforesaid of all building plot affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

7. Easements. Easement for the installation and maintenance of utilities, drainage facilities, road and streets heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees, or flowers or other property of the owner situated on the land covered by said easements.

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

9. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently. No truck, trailer, automobile or other vehicle shall be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby.

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CUG T. LIEN Deputy
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10. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any lot or plot except (i) one sign of not more than ten (10) square feet advertising the particular lot or plot on which the sign is situated for sale or rent and (ii) one sign of not more than five (5) square feet to identify the particular lot or plot as may be required by the Federal Housing Administration or Veterans Administration during the period of actual construction of a single-family residential structure thereon. The right is reserved by Johnson-Loggins, Inc., and First General Realty Corporation, Trustee, to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision. In no event shall any sign, billboard, poster, or advertising device of any character, other than as specifically prescribed in the first sentence of this Paragraph 10, be erected, permitted or maintained on any lot or plot without the express prior written consent of Johnson-Loggins, Inc., and First General Realty Corporation.

The terms "Johnson-Loggins, Inc." and "First General Realty Corporation" as used in this Paragraph 10 shall refer to said entities and such successors or assigns of such entities to whom the rights under this Paragraph 10 are expressly and specifically transferred.

11. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided further, that no lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the

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time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

13. An underground electric distribution system will be installed in all of North Forest, Section Three (3). The owner of each lot in the Underground Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to each lot in the Underground Residential Subdivision, shall be uniform in character and exclusively of the type known as single phase, 120/140 volt, three wire, 60 cycle, alternating current.

14. Reserves "C" and "D" 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, 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, apartments and other forms of multi-family use development, automobile service stations or facilities of a similar nature.

15. North Forest Community Improvement 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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1980.

(3) Board of Trustees. The association shall act through a five (5) member Board of Trustees elected annually in the month of January, beginning in January, 1972. The initial Board of Trustees, which shall serve through January 31, 1973, shall be composed of Larry D. Johnson, Glenn W. Loggins, Ralph E. Reamer, R. H. Basden, and J. M. Tipps. Any vacancy on the Board of Trustees from whatever cause may be filled by the remaining member or members.

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(4) 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.

(5) 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.

(6) 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, 1972; provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding, be chargeable and payable by the owner or owners of any lot at one-half (1/2) 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 North Forest Section Three as well as the owners of any and all additional properties which are now or in the future 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

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hereby, and further made subject to the jurisdiction of the association; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, any and all of the following: constructing and maintaining esplanades and other public areas, 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, employing policemen and watchmen, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of the North 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 North 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 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 or 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

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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.

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

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

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Harris County, Texas

CUC T. LIEN
CUC T. LIEN

Deputy

THE STATE OF TEXAS |
COUNTY OF HARRIS |

135-40-0676

BEFORE ME, the undersigned authority, on this day personally appeared
J. R. Dupuy Vice President of FIRST GENERAL REALTY
CORPORATION, TRUSTEE, known to me to be the person and officer whose name
is subscribed to the foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed and as the act and
deed of said corporation.

GIVEN under my hand and seal of office, this the 29th day of June,
1971.

Ruth Lamm
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared
Ed. B. Lamm President of GULFGATE STATE BANK
OF HOUSTON, known to me to be the person and officer whose name is subscribed
to the foregoing instrument, and acknowledged to me that he executed the same
for the purposes and consideration therein expressed and as the act and deed of
said corporation.

GIVEN under my hand and seal of office, this the 30th day of June,
1971.

Gertrude Wilson
Notary Public in and for
Harris County, Texas

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Harris County, Texas

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CUC T. LIEN

Deputy

THE STATE OF TEXAS !
COUNTY OF HARRIS !

135-40-0677

BEFORE ME, the undersigned authority, on this day personally appeared

J R Dupuy Vice President of FIRST MORTGAGE COMPANY

known to me to be the person and officer whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed
the same for the purposes and consideration therein expressed and as the act and
deed of said corporation.

GIVEN under my hand and seal of office, this the 29th day of June,
1971.

Ruth L. Linn
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS !
COUNTY OF HARRIS !

BEFORE ME, the undersigned authority, on this day personally appeared

J M Duggs Vice President of THE EASTRIDGE COMPANY,

known to me to be the person and officer whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for the purposes
and consideration therein expressed and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 29th day of June,
1971.

Dorinda K. Keady
Notary Public in and for
Harris County, Texas

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ATTEST: JAN 18 2005
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

CUC T Lien Deputy
CUC T. LIEN

135-40-0678

IN TESTIMONY OF WHICH, the undersigned have executed or caused these presents to be executed by and through its duly authorized officers, this 29th day of JUNE, 1971, A. D.

ATTEST:

ant B. P. Pindue
Secretary

ATTEST:

W. Bailey
Secretary

ATTEST:

ant B. P. Pindue
Secretary

ATTEST:

Simon A. Broadway
Secretary

FIRST GENERAL REALTY CORPORATION, 400
TRUSTEE

By J. R. Supt
Vice President

GULFGATE STATE BANK OF HOUSTON

By Ed B. Searns
President

FIRST MORTGAGE COMPANY

By J. R. Supt
Vice President

THE EASTRIDGE COMPANY

By J. H. Zipp
President

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me, and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

OCT 29 1971



Robert Montague
COUNTY CLERK
HARRIS COUNTY, TEXAS

PLEASE RETURN TO

BARRY W. ELLIS

90 JOHNSON-LOGGINS INC

1740 CHAMBER OF COMMERCE BLDG

HOUSTON, TEX 77002

FILED
Robert Montague
COUNTY CLERK
HARRIS COUNTY, TEXAS

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CUC T. LIEN Deputy