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RESTRICTIONS, COVENANTS AND CONDITIONS
OF LAKE SHADOWS SUBDIVISION
SECTIONS ONE, TWO AND THREE

DEED RECORDS
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THE STATE OF TEXAS)
COUNTY OF HARRIS) KNOW ALL MEN BY THESE PRESENTS:

S & M, Inc., with its offices and principal place of business in Harris County, Texas, hereinafter called "Developer", being the owner of 170.63 acres of land out of the Wm. Whitlock League, Abstract 85, in Harris County, Texas, and having platted said acreage into a residential subdivision to be known as "Lake Shadows, Sections One, Two and Three," hereinafter sometimes called "Subdivision", does hereby establish, adopt, and promulgate the conditions, covenants and restrictions set forth below, which shall be applicable to Subdivision and shall constitute covenants running with the land. A plat of Subdivision, approved as required by law, has been filed for record in the Map Records of Harris County, Texas, File No. B445874 reference to which plat is hereby made for all related purposes herein. (Vol 86, Page 1)

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PREAMBLE

It is the intention of Developer that Lake Shadows, Sections One, Two and Three, located as it is in a beautiful wooded area on the eastern shore of Lake Houston, shall be maintained as a residential subdivision in which the owners of the various lots may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as recreational uses and related matters are concerned, while at the same time assuring to every purchaser of lands in Subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded. Further, it is the intent of these covenants, restrictions and conditions to govern the use, development, improvement and sale of lots in Subdivision for the benefit and protection of each lot and the Subdivision as a whole and are designed to make said subdivision more attractive for residential purposes.

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COUNTY CLERK
HARRIS COUNTY, TEXAS

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I. RESIDENTIAL CHARACTER AND USE OF LOTS

1. Each and every lot in Lake Shadows, Sections One, Two and Three, shall be known, described and used only as a residential lot, save and except those areas shown on the recorded plat as Reserves and lots 22 & 23, Block 3, Section Two. The foregoing Reserves and lots are set aside and reserved as more particularly provided for in part IV below, and are not subject to the conditions, covenants and restrictions set out in parts I and II herein.

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2. All of the residential lots in Lake Shadows, Section One, Two and Three, shall be used for residence purposes only, and no residential lot may be used for any other purpose or purposes whatsoever.

3. No trade, business or profession and no noxious or offensive activities shall be carried on upon any residential lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

4. No oil drilling, oil development operations, or oil refining of any kind shall be permitted upon any lot, nor shall oil wells or oil storage tanks be permitted upon any lot. No derrick or other structure designed for use in boring for oil shall be erected, maintained or permitted upon any lot. These same prohibitions shall apply to gas and other minerals.

5. The term "residence purposes" as used herein shall be construed to exclude use for hospitals, duplex houses, apartment houses, hotels, motels, tourist courts, rooming houses, garage apartments (except garage apartments used as servants quarters), and all other kinds or types of housing accommodations, other than a detached, single-family dwelling house and the appurtenances thereto as hereinbelow permitted, and shall also be held and construed to exclude all business, commercial, trade or professional uses.

6. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats, birds and other household pets may be kept, provided that they are not kept, bred or

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maintained for any commercial purposes, and further provided that they are not kept in such numbers as to be or become an annoyance or nuisance to the neighborhood.

7. No lot shall be used or maintained as a dumping ground for garbage, rubbish, debris or waste matter. Nor shall the Lake, coves or waterways be so used. Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. The equipment for the storage or disposal of all such matter shall be kept in a clean and sanitary condition.

8. No boat, boat trailer, boat rigging, truck or trailer of any kind shall be stored or parked (except temporarily) nearer to the street than the building set-back lines as shown on said recorded plat.

9. No signs, billboards, posters, or advertising devices of any kind or character shall be erected, placed or maintained on any lot, except one sign of not more than five square feet advertising the property for sale and except signs used by a builder to advertise the property during the construction and sales period. Developer, however, without restriction, reserves the right for itself, its successors and assigns, to build, place and maintain signs, billboards and advertising devices to advertise the subdivision generally and the individual lots therein.

10. The owners and/or occupants of all lots in this addition shall at all times keep the grass and weeds thereon cut to promote sanitation, health and appearance. If the owner of any vacant lot shall fail to comply with the foregoing requirement, then after 5 days written notice, Developer, its successors or assigns, or the Committee hereinafter named, may cause such grass or weeds to be cut and in such case owner shall immediately pay the amounts expended for such work to the person doing or causing same to be done. The foregoing shall be in addition to all other rights and/or remedies to enforce compliance herewith.

11. No immobile vehicles of any kind, including automobiles, shall be stored or parked nearer to the street than the building set-back lines as shown on said recorded plat.

II. BUILDING RESTRICTIONSFILM CODE
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1. Only one residence, which shall be a detached, single-family residence house, either of one-story or two-story construction, shall be built or permitted on each lot, and such house may have an attached or detached garage and/or an attached or detached servant quarters for domestic servants engaged on the premises, but no garage or servant quarters shall be permitted on any lot unless built at the same time or after the construction of the main residence.

2. No building, fence, wall or other structure shall be erected, placed, or altered on any residential lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Lake Shadows Committee (as hereinafter established). Approval shall encompass, but shall not be limited to type and size of structure, quality of workmanship, types of materials, harmony of external design and color with existing structures, and construction location with respect to topography, finish grade elevation and building set back lines. Approval shall be as provided in Part V hereof.

3. The floor area, exclusive of open porches and garages, of all residence houses to be built in Section One shall not be less than 1500 square feet.

4. The floor area, exclusive of open porches and garages, of all residence houses to be built in Section Two, Block 1; and lots 1 and 2, Block 2; lots 1, 2, 3, 4 and 5, Block 3; lots 1, 2, 3 and 4, Block 4; and lots 1 and 23, Block 5, shall not be less than 1500 square feet.

5. The floor area, exclusive of open porches and garages of all residence houses to be built in Section Two not included in restriction 4 above and in Section Three, shall not be less than 1200 square feet.

6. The ground floor area, exclusive of open porches and garages, of all two-story residence houses to be built in Section One

shall not be less than 1000 square feet,

7. The ground floor area, exclusive of open porches and garages, of all two-story residence houses to be built in Section Two, Block 1; lots 1 and 2, Block 2; lots 1, 2, 3, 4 and 5, Block 3; lots 1, 2, 3 and 4, Block 4; and lots 1 and 23, Block 5 shall not be less than 900 square feet.

8. The ground floor area, exclusive of open porches and garages, of all two-story residence houses to be built in Section Two not included in restriction 7 above and in Section Three shall not be less than 800 square feet.

9. All residence houses to be built on the lots in Section One, Two and Three shall face the street on which the lots front, save and except lots 1 thru 36, Block 1, Section One. A corner lot shall be deemed to front on the street on which it has the smaller dimension, but exceptions to this requirement in regard to corner lots may be made by the Committee whenever such Committee deems it proper or advisable.

10. All residence houses to be built on the lots 1 thru 36, Block 1, Section One, shall face Lake Houston, all of such lots having lake frontage. The rear of each house, however shall be designed and kept in an attractive manner, comparable to that of the front appearance.

11. The exterior wall finish or construction of the ground floor of all residence houses to be built in Subdivision shall be at least fifty-one (51%) percent brick, brick veneer, stone, stone veneer or other masonry, and in computing such percentage, all gables, windows and door openings shall be excluded from the required area, but attached garages and other structures constituting part of the building proper shall be included. Exceptions to this requirement may be made by the Committee whenever such Committee deems it proper or advisable. Detached garages, even though there is a portion used as servants quarters, and other outbuildings need not comply with the masonry type construction herein provided. The type, kind of material, quality and color of the roofing material must be approved by the Committee.

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12. In addition to the main residence, out-buildings for the use and enjoyment of the property may be built on the lot, but not more than two out-buildings in addition to a garage may be built or placed on any lot, and no out-building of any type shall be used or occupied as living quarters, except by domestic servants engaged on the premises. No garage or other out-building shall be built or placed on any lot unless the same is done at the same time or after the construction of the main residence house. The wall of any attached or detached garage opening towards the street fronting the building site, shall be located at least ten feet further back from the street than the wall of the main residence.

13. No building, fence, wall or other structure shall be placed or built on any lot in Lake Shadows, Section One, Two and Three, nearer to the front lot line or nearer to a side street line than the building set-back lines shown on the recorded plat of Subdivision, and in any event no building shall be located on any residential lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line.

14. No structure (fences and garden walls excepted) shall be placed or built on any lot in Lake Shadows, Section One, Two and Three, nearer than 5 feet to any interior side lot line, or nearer than 5 feet to any interior side lot easement line, but exceptions to this requirement may be made by the Committee whenever such Committee deems it proper or advisable.

15. The main residence house and out-buildings in Block 1, Section One, shall not be nearer to the property line fronting on Lake Houston than 50 feet on lots 1 thru 24; not nearer than 100 feet on lot 25; and not nearer than 40 feet on lots 26 thru 36. The foregoing set-back line shall not apply to one story boat houses and boat sheds, bulkheads, piers, boatlandings, detached open patios or other structures which said committee may permit to be nearer to the water line.

16. The 5 feet side lot line restriction in Blocks 1 and 6, Section One, and in Block 1, Section Two, shall not apply in cases where adjoining property owners agree to build a boathouse, boat-shed, boat-landing or pier at the waterfront for their common use, and in such

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cases the Committee may permit such structures for common use to be nearer than 5 feet to or may straddle the common property line, nor shall the side lot line restrictions apply to bulkheads at the water front.

* 17. Lots or fractions of lots may be combined in the manner hereinbelow stated so as to create a single residential lot or homesite, and the whole area resulting from any such combination shall be treated as a single residential lot as if originally platted as such on the plat of Subdivision, and in such cases the side lot lines between the lots or fractions of lots combined shall not be deemed to be side lot lines for building set-back purposes. Such combinations shall be permitted only as follows:

- (1) Any whole lot as platted may be combined with any number of adjoining or contiguous whole lots.
- (2) Any whole lot as platted, or any homesite created by combination of whole lots as above permitted, may be combined with a contiguous fraction of either or both of the lots adjoining same.
- (3) No residential lot or homesite may be created by the residue of a fraction of a lot or by combining a fraction of one lot with a fraction of another lot, except with approval of the Committee; and only when each residue fraction or combination would equal or decrease the total number of lots within the block affected as compared to the original filed plat and only if the residual or combined lot frontage is a minimum of 70 feet (except 65 feet on outside of curves) and only if the residue fraction lot or combined lot area is a minimum of 8400 square feet.

18. No structure of a temporary character, trailer, trailer house, basement, tent, shed, barn or garage shall be used on any lot at any time as a residence or living quarters, either temporarily or permanently, but servants engaged on the premises may occupy servants quarters built upon or onto any garage or other out-building.

* 19. All residence houses and other structures shall be kept and maintained in good repair and must be painted when necessary to

preserve the attractiveness thereof.

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20. Drainage ditches or facilities shall not be obstructed.

Drainage structures shall be placed under all driveways and walks to permit flow of water prior to the use and occupancy of any lot, at the expense of the owner building on such lot. Drainage structures shall have a net drainage opening area of sufficient size to permit the free flow of water without back water. Sizing shall be approved by the Committee but shall not be less than the largest culvert size under the road upstream, and in no event less than 18" diameter pipe culvert. Approved headwalls are to be provided.

21. No building, trailer, or other structure, except when incidental to construction, shall be moved onto any lot without permission of the Committee.

22. Owners of lots in Blocks 1 and 6, Section One, and Block 1, Section Two, may dredge, excavate or cut a boat slip on their lots to extend the water line so that boats may be docked or kept on the water and within lot lines, provided that such slips shall be for pleasure boats only and shall not be larger than is reasonably required for the personal use of the owner and/or occupant of the lots. Adjoining lot owners may agree to build a slip for their common use in which case the same may be partly on one lot and partly on others. No construction is permitted within the Private Boat Easements except with the approval of the Committee.

23. Notwithstanding any restrictions anyplace herein contained, said S & M, Inc., its sales agents, successors and assigns shall have and reserve the right to place, build or maintain a sales office on any lot in said addition during the period when lots are being sold and/or houses are being built or offered for sale in said addition.

24. The words "house", "residence" or "building" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs. The foregoing exception shall not be construed to permit any portion of a roof to overhang or encroach upon another lot

or dedicated easement.

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25. No soil shall be removed from any lot nor shall any trees thereon be cut or felled except as required for landscaping or construction work thereon, or as approved by the Committee, but dead or unsightly trees may be removed.

26. Easements for the installation, removal, replacement and maintenance of utilities as shown on the recorded map of the subdivision are reserved herein. No building or other permanent structure shall be constructed or placed within any utility easements except as necessary for the proper functioning of said utilities. The title to any building site shall not include title to any utility located within these easements. Owners or operators of any utility shall have right of entry to said easements and shall not be liable to lot owner for damage to any plant, fence, structure or building situated on such easement because of construction, maintenance, removal or repair of their utility.

27. No fence, wall, hedge, or shrub which obstructs sight lines at elevations between 2 and 6 feet above the street elevations shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty - five feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended to intersection. The same sight line limits shall apply on any building site within ten feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the above sight lines.

28. Side drives, walks, parking areas, and the like shall be constructed of concrete or asphalt. The Committee may, however, approve the use of iron ore, gravel or similar material when, in their opinion, such use does not detract from the neighborhood. Shell, in any form, shall not be permitted as a surface material.

1. No water well or cistern (either above or below ground) shall be drilled, dug, placed or erected in, under or on any residential lot in Lake Shadows, Section One, Two and Three. All water to be used and/or consumed for any purposes whatsoever in connection with each and every residential lot and Reserve, or the use or occupancy thereof, shall be purchased and obtained from a central water works to be owned and/or operated by a utility company to be designated by Developer, its successor or assigns.

2. No outside privies, toilets, cesspools, septic tanks or the like shall be permitted in, under or on any residential lot in Lake Shadows, Sections One, Two and Three. All sewage collection and disposal services shall be purchased and obtained from a central sewage collection and disposal system to be owned and/or operated by a utility company to be designated by Developer, its successors or assigns. All toilets shall be connected to the central sewage collection and disposal system.

3. Each and every owner and/or occupant of a lot, lots or homesite in this addition, and all persons claiming by, through or under them, shall contract with said utility company, its successors or assigns, for water supply and/or service and sewage collection and disposal; shall comply with said company's rules, regulations and code; and shall pay the established rates or charges therefore, as well as all such fees, charges or deposits as may be required for water meters, tapping or connection to water and sewer mains.

4. If for any reason central water and sewerage systems are not in position to serve a specific lot or lots at the time house construction on said lot or lots will be completed, permission for temporary wells and temporary septic tanks may be granted by the Committee. Such permission can only be granted, however, contingent on the lot owner constructing and maintaining the well and/or septic tank (including field lines) at his expense and in conformity with the requirements of the State Health Department, the Health Officer of Harris County

and any other agent or agencies having jurisdiction thereover. Provided, however, that whenever the central water and sewerage systems are in position to serve said lot or lots, then all such owners or occupants shall immediately subscribe to such service and shall cause their premises to be connected thereto, paying all connection fees or charges thereof and all established rates, and shall abandon completely the temporary facilities.

5. Downspouts and other disposal of rain and surface waters shall never be connected to or directed into sanitary sewer lines.

6. No "cross connections" are to be permitted between water and sewer lines.

1. The area shown and designated as Reserve "A", Block 1, Section One, on said recorded plat of Lake Shadows, Section One, Two and Three, is reserved and set aside as a community and/or recreational area for the exclusive and common use and enjoyment of the persons hereinbelow mentioned, which uses shall include, but not be limited to, swimming, boating, fishing outdoor sports, picnic grounds and other civic or recreational uses, and such area may be improved with buildings or other structures or facilities for any such purposes. The launching or storage of boats on or from this Reserve is not to be permitted, however. The users of such area shall keep the same in a neat and attractive condition at all times, free from weeds, refuse, garbage, trash and rubbish. The public generally is excluded from such area and no dedication thereof or any part thereof to the public use is made or intended, and such area is intended and shall be for the exclusive and common use and enjoyment of the following persons only:

- a. All owners and/or occupants of lots in Lake Shadows, Section One, Two and Three, together with their guests when accompanied by the owner or occupant.
- b. Any other persons who are given specific and express permission by the Committee or by Developer, its successors or assigns.

2. The areas shown as private walkway easements in Blocks 1 and 6, Section One, are to provide pedestrian access to waterfront facilities and are for the exclusive and common use and enjoyment of the persons set out in paragraph 1 hereinabove.

3. The areas shown as private boat easements in Block 1 and 6, Section One, and Block 1, Section Two are to provide for the access, use, construction and maintenance of waterway coves and channels for boating and other water use. These easements are for the exclusive and common use and enjoyment of the persons set out in paragraph 1 hereinabove.

4. It is contemplated that the Committee will cause to be

constructed various community improvements on or in conjunction with Reserve A and said walkway and boating easements, and therefore may find it necessary to secure adequate financing for such construction. The Committee is hereby given express power, right and authority to pledge, mortgage, hypothecate, collaterally assign or otherwise secure any moneys paid or to be paid into the Maintenance Fund (as hereafter established) in connection with the financing of such construction or in repayment of such moneys to the development corporation or any lending agency or institution.

5. All taxes levied upon said Reserve A, Block 1, Section One, and upon the improvements thereon, together with the costs, charges and expenses of building, repairing, equipping, maintaining, and the like, are to be paid out of said Maintenance Fund and Developer shall never be liable for the payment of such taxes, costs, charges or expenses.

6. At any time after a continuing civic or other organization is legally formed by the owners and/or occupants of lots in Lake Shadows, Sections One, Two and Three or other sections of said subdivision which are platted, and providing said association or organization for any purpose the advancement, promotion or protection of the interests and welfare, the Developer (S & M, Inc., its successors) shall have the right and may, but shall not be obligated, to convey the said Reserve A in Block 1, Section One, and any interest hereon to said association or organization who shall hold the same for the use and benefit of the persons set out in paragraph 1 herein above who are entitled to use the same.

Reserve

* 7. Reserves B, C and D, Section One; Reserves A and B, Section Two; Reserves A, B, C and D, Section Three are unrestricted except as follows:

- a. If any of the aforesaid Reserves or portions thereof are developed for private residential use, the minimum lot frontage shall be 70 feet; the minimum area shall be 8400 square feet; and all the provisions of Parts I and II of these covenants and restrictions shall apply to said residential use unless the Committee otherwise approves.

b. If any use is made of Reserves C and D, Section One, and Reserve B, Section Two, which excludes the owners and/or occupants of the lots in Lake Shadows, Section One, Two and Three, then there shall be dedicated across each and every Reserve so used a minimum 10 feet private walkway easement to provide pedestrian access to the waterfront from the fronting street for the exclusive and common use and enjoyment of the persons set out in paragraph 1 hereinabove.

* 8. Lots 22 and 23, Block 3, Section Two, are set aside and reserved for a central water-works and related utilities center and office. If not used for the aforesaid purposes, these lots shall be considered residential and the provisions of Parts I and II of these covenants and restrictions shall apply.

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1. There is hereby established and created the Lake Shadows Committee, herein throughout referred to as "Committee". The Committee shall be composed initially of Cyril J. Smith, Tom F. Steele and Frank J. Metyko, who shall serve for the balance of the year 1962. The developer (S & M, Inc., its successors or assigns) shall annually hereafter appoint three members to the Committee, to serve for a calendar year starting with 1963, or until their successors are appointed. At least one of said members shall be a resident landowner of Lake Shadows. The developer shall also fill vacancies as they occur on the Committee. The developer may, but is not required to, delegate the rights and duties of appointing the Committee members to a continuing, legally constituted civic or other organization whose primary purpose is to promulgate the interests and welfare of the Lake Shadows residents and owners.

2. The Committee shall have the right to adopt rules for the conduct of its business which shall not be inconsistent with any provision hereof, and individual members shall have the right to delegate his authority in case of absence or inability to act promptly.

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

(1) 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 and/or the good of the Subdivision. If the Committee fails to give written approval or disapproval within thirty days after any plans and specifications have been submitted to it, or if no suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

(2) To make exceptions in regard to the requirements of these restrictions in those instances where these restrictions authorize this committee to do so. All such exceptions are to be made in writing.

- (3) To enforce these restrictions and/or to prevent violations thereof; but Committee shall not have the legal obligation to do so.
- (4) To act as custodian and administrator of the Maintenance Fund created by this instrument, and to enforce collection of, collect, hold and expend any and all moneys paid or to be paid into said Maintenance Fund to carry out the purposes thereof.
- (5) To pledge, hypothecate, collaterally assign or otherwise encumber or mortgage moneys paid or to be paid into said Maintenance Fund to finance any construction or improvements to be made within its jurisdiction.
- * (6) To post for at least two weeks an annual financial report in a public place within the Subdivision.
- (7) To promulgate and establish rules and regulations for use of all facilities and property under their jurisdiction and to have the authority to enforce such rules and regulations and to restrict violators from use of same, but not the obligation to do so.
- (8) To exercise all other rights, duties, privileges or powers given to Committee by this instrument.

5. It is understood and agreed by all owners and/or occupants subject to these restrictions that the judgement of the Committee on all matters exercised in good faith, shall be final and conclusive, and that their acts performed in good faith are not subject to recourse at law. Nothing herein shall be construed to impose any liability on any member of the Committee in his individual or collective capacity.

1. All of the residential lots in Lake Shadows, Sections One, Two and Three, are hereby subjected to an annual maintenance charge at the rate of 4 mills per square foot, for the purpose of creating a fund to be known as Lake Shadows Maintenance Fund, to be paid by each and every residential lot owner annually in advance on the 1st day of January of each year, beginning January 1, 1963.
2. Said maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby expressly created and retained upon each and every residential lot in subdivision which is subject to these restrictions, and shall be paid by each and every such lot owner annually as above stated to Lake Shadows Committee, the custodian and administrator of such maintenance fund. Said vendor's lien is hereby transferred and assigned to Lake Shadows Committee, such charges being payable to Committee in Harris County, Texas, at such address as it may at any time and from time to time designate.
3. The Lake Shadows Committee shall have authority to adjust said maintenance charge from year to year as it may deem proper, but in no event shall such charge be more than 4 mills per square foot per annum.
4. All funds collected from said charge shall be applied, so far as is sufficient, toward the payment of purchase price, construction cost or maintenance expense for any or all of the following purposes: safety or health projects; beautification or other aesthetic purposes; lighting, improving or maintaining the streets, sidewalks, paths, parks, parkways, esplanade or other areas; collecting and disposing of garbage, trash, rubbish and the like; employing policemen or watchmen; providing fire protection; caring for vacant lots; providing or maintaining piers, ramps, boat landings, club house facilities or other recreational facilities; payment of legal, engineering, auditing and all other expenses incurred in connection with the collection; enforcement and administration of the "Maintenance Fund" and the covenants and restrictions for the subdivision; subsidizing bus service; or doing any other thing which Lake

Shadows Committee may consider to be of general benefit or useful to the owners and/or occupants of lots in Subdivision. The judgement of Committee, when exercised in good faith in the expenditure of said funds, shall be final and conclusive.

5. Lake Shadows Committee shall have the right and authority to pledge, hypothecate, collaterally assign or otherwise encumber the moneys paid and to be paid into said Maintenance Fund to finance the construction of improvements, or in repayment thereof to Developer or any lending agency or institution.

6. In the event other sections of Lake Shadows Subdivision are platted and developed and a like maintenance charge for similar purposes is placed and imposed on the residential lots therein, or in the event acreage tracts, or any part thereof, adjoining, adjacent or contiguous to any section of Lake Shadows Subdivision shall be sold for residential use and a like maintenance charge for similar purposes is imposed upon such tracts, then the maintenance charge collected from the several sections of Lake Shadows Subdivisions as well as from said acreage tracts, or parts thereof, may be pooled, merged and combined by said Lake Shadows Committee into a single maintenance fund, to be expended by said Lake Shadows Committee for the general common good and benefit of all areas paying into such maintenance fund in accordance with the purposes thereof.

7. Such maintenance charge and liens securing the same shall remain in effect and shall be collectible until January 1, 1990, and shall be extended automatically for successive periods of 10 years, unless prior to the commencement of any extended ten-year term the then owners of the majority of the square foot area of the lots or property subject to such charge, elect to discontinue such charge, which election shall be evidenced by a written instrument signed and acknowledge by such majority owners and filed for record in the office of the County Clerk of Harris County, Texas.

8. Lake Shadows Committee shall have the right, but shall

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never be obligated, to render inferior and subordinate the aforesaid vendor's lien securing said maintenance charge as to any lot or lots subject to such charge, to other liens which the owner or purchaser of any such lot may desire to place thereon to finance the construction of improvements on or the purchase of any such lot or lots.

9. Each and every deed to any lot or lots covered by said maintenance charge shall be subject to all the foregoing provisions whether expressly contained in such deeds or not.

1. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding on and inure to the benefit of S & M, Inc., its successors and assigns, and all persons claiming by, through or under it, and shall be effective, until January 1, 1990, and shall automatically be extended thereafter for successive periods of 10 years; provided, however, that the owners of a majority of the square foot area of the residential lots in Lake Shadows, Sections One, Two and Three, may terminate the same on January 1, 1990, or at the end of any successive ten-year period thereafter, by executing, acknowledging and filing for record in the office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement in writing for such purpose, at any time between January 1, 1985, and January 1, 1990, if the same are to be terminated as of January 1, 1990, or during the last 5 years of any successive 10 year period if said restrictions, covenants and conditions are to be terminated at the end of any such 10 year period.

2. In the event any person, firm or corporation shall violate or attempt to violate any of the foregoing restrictions, covenants or conditions, any party owning or having any interest in any residential lot in Lake Shadows, Section One, Two and Three, shall have the right to institute and prosecute any proceedings at law or in equity, to abate, prevent or enjoin any such violation or attempted violation and/or to recover damages caused by any such violation or attempted violation. S & M, Inc., its successors and assigns, as well as said Lake Shadows Committee, shall have the right, but none of them shall ever be obligated, to institute and prosecute any proceedings at law or in equity to correct, abate, recover damage from, prevent or enjoin any violation or attempted violation of any of said restrictions, covenants or conditions, whether or not it or they then own any property in said Lake Shadows, Sections One, Two and Three.

3. In the event additional sections of Lake Shadows Subdivision are developed and platted and the property owners of Lake Shadows, Section One, Two and Three are given the express right to enforce the

LIENHOLDERS' JOINDER

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Elizabeth Couper Rogers, executrix of the estate of Giddings Rogers, deceased; Carol Rogers Bicknell, joined herein by her husband, Samuel McDonald Bicknell; and Clinton Giddings Anderson, herein referred to as "Lienholders", are the owners and holders of liens affecting said Lake Shadows Subdivision, Sections One, Two and Three, and against all lots located therein, said liens being retained in deeds dated October 30, 1956 from lienholders to James E. McDaniel, III, recorded in Volume 3243, page 299, and Volume 3243, page 304, of the Deed Records of Harris County, Texas; and said liens also being shown by deeds of trust dated October 30, 1956 from James E. McDaniel, III to David Mahood, Trustee. Lienholders, in their capacities as such, join in placing and imposing the foregoing restrictions, covenants and conditions on said Lake Shadows Subdivision, Sections One, Two and Three.

IN TESTIMONY WHEREOF, S & M, Inc. has caused these presents to be executed by its president and attested by its secretary, and its seal to be hereunto affixed; and Elizabeth Couper Rogers, executrix of the estate of Giddings Rogers, deceased; Carol Rogers Bicknell, joined by her husband, Samuel McDonald Bicknell; and Clinton Giddings ^{ANDERSON} ~~Rogers~~, lienholders aforesaid, have executed these presents, this 12th day of February, 1962.

ATTEST:

Alan L. Bentley
Secretary

S & M, INC.

By Cyril J. Smith
President

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Elizabeth Couper Rogers
Elizabeth Couper Rogers, executrix
of the estate of Giddings Rogers,
deceased

Carol Rogers Bicknell
Carol Rogers Bicknell

Samuel McDonald Bicknell
Samuel McDonald Bicknell

Clinton Giddings Anderson
Clinton Giddings Anderson

STATE OF TEXAS,
COUNTY OF HARRIS:

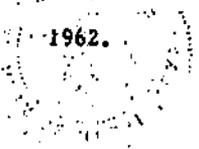
FILM CODE
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DEED RECORDS

NO. 4605 FILE 451

Before me, the undersigned authority, on this day personally appeared Cyril J. Smith, president of S & M, 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 S & M, Inc., 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 12th day of February, 1962.


Francis Burke
FRANCIS BURKE
Notary Public in and for Harris County,
Texas - My commission expires June 1,
1963

STATE OF TEXAS,
COUNTY OF HARRIS:

Before me, the undersigned authority, on this day personally appeared Elizabeth Couper Rogers, executrix of the estate of Giddings Rogers, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 13th day of February, 1962.


Mrs. Howard Dudding
(Mrs. Howard Dudding)
Notary Public in and for Harris County,
Texas - My commission expires June 1,
1963

STATE OF TEXAS,
COUNTY OF DALLAS:

Before me, the undersigned authority, on this day personally appeared Samuel McDonald Bicknell and Carol Rogers Bicknell, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Samuel McDonald Bicknell acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Carol Rogers Bicknell, wife of Samuel McDonald Bicknell, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Carol Rogers Bicknell, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 26th day of February, 1962.


Margaret Burkhead
(Margaret Burkhead)
Notary Public in and for Dallas County,
Texas - My commission expires June 1,
1963