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RESTRICTIONS, COVENANTS AND CONDITIONS OF
LAKE SHADOWS, SECTION FIVE

THE STATE OF TEXAS)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS

165-27-2079

S & M, Inc., with its offices and principal place of business in Harris County, Texas, hereinafter called "Developer," being the owner of 81.08 acres of land out of the Wm. Whitlock League, Abstract 05, in Harris County, Texas, and having platted said acreage into a residential subdivision to be known as "Lake Shadows, Section Five," hereinafter called "Subdivision" or "Section Five," 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 recorded in Volume 204, Page 106, of the Map Records of Harris County, Texas, reference to which plat is hereby made for all related purposes herein.

PREAMBLE

Developer has heretofore platted Sections One, Two and Three of said Lake Shadows, which plat is recorded in Volume 86, Page 1 of the Map Records of Harris County, Texas, and has also replatted a portion of Section Three, which replat is recorded in Volume 191, Page 49, of said Map Records, and has also platted Section Four of Lake Shadows, which plat is recorded in Volume 193, Page 87, of said Map Records, reference to which plats is here made for all purposes. Developer has also promulgated restrictions, covenants and conditions for said Sections One, Two and Three which are recorded in Volume 4665, Page 429, of the Deed Records of said County, and for said Section Four which are filed under File Number Sequence 147-32-0618 and recorded in the Official Public

records of real property, Harris County, Texas, reference to which is here made for all purposes. Section Five is and shall be in all respects a part of Lake Shadows, the same as Sections One, Two, Three and Four and Section Five shall be maintained as a residential subdivision in which the owners of the various lots may be protected in the enjoyment of their property. The restrictions, covenants and conditions herein for Section Five or for Subdivision 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 same are designed to make Subdivision more attractive for residential purposes.

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1. RESIDENTIAL CHARACTER AND USE OF LOTS

1. Each and every lot in Lake Shadows, Section Five, shall be known, described and used only as a residential lot.
2. All of said lots 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 or for guests), 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 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 house-keeping. 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

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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, billboard and advertising devices to advertise the subdivision generally and the individual lots therein.

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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 RESTRICTIONS

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, an attached or detached servant quarters for domestic servants engaged on the premises, and/or an attached or detached guest house; but no garage, servant quarters or guest house shall be permitted on

be let unless built at the same time or after the construction of the main building.

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 Subdivision shall not be less than 1200 square feet.

4. The ground floor area, exclusive of open porches and garages, of all two-story residence houses to be built in Subdivision shall not be less than 900 square feet.

5. All residence houses to be built on the lots in Subdivision shall face the street on which the lots front. 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.

6. 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%) per cent 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 structures, includ-

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ing garages, 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 guest houses or 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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7. In addition to the main residence, outbuildings for the use and enjoyment of the property may be built on the lot, but not more than two outbuildings in addition to a garage may be built or placed on any lot, and no outbuilding of any type shall be used or occupied as living quarters, except by domestic servants engaged on the premises or by temporary guests. No garage or other outbuilding 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 situated at least ten feet further back from the street than the wall of the main residence.

8. No building, fence, wall or other structure shall be placed or built on any lot in subdivision nearer to the front lot line or nearer to a side street line than the building setback 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.

9. No structure (fence and garden walls excepted) shall be placed or built on any lot in subdivision 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 re-

entirement may be made by the Committee whenever such Committee deems it proper or advisable.

10. Lots or fractions of lots may be combined in the manner hereinafter 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 such 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 8000 square feet.

11. No structure of a temporary character, trailer, trailer house, basement, tent, shed, barn or garage shall be used

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on any lot at any time as a residence or living quarters, either temporarily or permanently, but guests or servants engaged on the premises may occupy quarters built upon or onto any garage or other outbuilding.

12. 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.

13. 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.

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

15. Notwithstanding any restrictions herein contained, Developer, 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 lots are being sold and/or houses are being built or offered for sale in said addition.

16. 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 exception as to roofs shall not be construed to permit any

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portion thereof to overhang or encroach upon another lot or dedicated easement.

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

18. 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 easement 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.

19. 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

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the above sight lines

20. 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.

111. WATER AND SEWERAGE

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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 Subdivision. 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 of occupancy thereof, shall be purchased and obtained from a central water works owned and/or operated by a district or municipality, or by a utility company to be designated by Developer.

2. No outside privies, toilets, cesspools, septic tanks or the like shall be permitted in, under or on any residential lot in Subdivision. All sewage collection and disposal services shall be purchased and obtained from a central sewage collection and disposal system owned and/or operated by a district or municipality, or by a utility company to be designated by Developer. 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 homestead in Subdivision, and all persons claiming by, through or under them, shall contract with said district, municipality or utility company, their successors or assigns, for water supply and service and sewage collection and disposal; shall comply with said municipality's or company's rules, regulations and codes;

and shall pay the established rates or charges therefor, as well as all such fees, charges or deposits as may be required for water meters and for tapping or connection to water and sewer mains.

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4. If for any reason central water and sewage 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 as soon as the central water system and/or central sewerage system can serve said lot or lots, all such owners or occupants shall immediately subscribe to such service and shall cause their premises to be connected to such water system and/or sewerage system, and shall pay all connection fees or charges 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.

IV. RECREATIONAL AREAS AND RESERVES

1. The area shown and designated as Reserve A, Block 1, Section One, on the plat of Lake Shadows, Sections One, Two and Three, recorded in Volume 86, Page 1, of the Map Records of

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Harris County, Texas, has heretofore been conveyed by Developer to Lake Shadows Civic League, a Texas corporation, by deed dated July 29, 1968, and recorded in Volume 7422, Page 237, of the Deed Records of said County. Reference is here made for all purposes to said plat and deed, also to the above mentioned restrictions for Sections One, Two and Three recorded in Volume 4665, Page 429, of the Deed Records of said County. Said Reserve A is and has been 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, Sections One, Two, Three, Four and Five together with their guests when accompanied by the owner or occupant.
- b. Any others 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

...waterway facilities and are for the exclusive and common use and enjoyment of the persons set out in Paragraph 1 next above.

3. The areas shown as private boat easements in Blocks 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 said 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. Developer has conveyed said Reserve A in Block 1, Section One, and the improvements thereon to Lake Shadows Civic League, a Texas corporation, which holds said Reserve for the use and benefit of the persons set out in paragraph 1 hereinabove who are entitled to use the same.

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7. If any use is made of Reserves V and W, Section One, and Reserve W, Section Two, which excludes the owners and occupants of the lots in Subdivision, 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.

V. LAKE SHADOWS COMMITTEE

There has heretofore been established and created pursuant to said restrictions, covenants and conditions for Lake Shadows, Sections One, Two, Three and Four, a Lake Shadows Committee for said Sections. This Committee for the calendar year 1973, and until their successors are appointed, is composed of E. E. Attaberry, James M. Walker and Cyril J. Smith. There is hereby established and created for Section Five the same Lake Shadows Committee with the same present membership. Developer, its successors or assigns, shall annually hereafter appoint three members to the Committee, to serve for each calendar year starting with 1974, 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, legal 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 an individual member 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:

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- (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 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

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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.

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- (6) To post 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 judgment of the Committee or 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.

VI. MAINTENANCE FUND

1. All of the residential lots in Section Five, commencing with the year 1974, are subject to an annual maintenance charge at the rate of 4 mills per square foot, for the purpose of contributing to the fund known as Lake Shadows Maintenance Fund heretofore created for Sections One, Two, Three and Four, to be paid by each and every residential lot owner of Lake Shadows annually in advance on the first day of January of each year.

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 the Lake Shadows Committee, the custodian and administrator of such 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 judgment of Committee, when exercised in good

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with 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 other-
wise encumber the moneys paid and to be paid into said Main-
tenance fund to finance the construction of improvements, or in
repayment thereof to Developer or any lending agency or insti-
tution.

6. In the event other sections of Lake Shadows Sub-
division 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 Subdivision as well as from
said acreage tracts, or parts thereof, may be pooled, merged
and combined by said Lake Shadows Committee into a single main-
tenance 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 collectable until
January 1, 1990, and shall be extended automatically for suc-
cessive 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 acknowledged
by such majority owners and filed for record in the office of
the County Clerk of Harris County, Texas.

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8. The Home Owners Committee shall have the right, but shall never be obligated, to render inferior and subordinate to the said 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.

165-27-2097

VII. DURATION AND ENFORCEMENT

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 Developer, its successors and assigns, and all persons claiming by, through or under it, and shall be effective until January 1, 2000, 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 Subdivision may terminate same on January 1, 2000, 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, 1995, and January 1, 2000, if the same are to be terminated as of January 1, 2000, 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

165-27-2108

any person who attempts to violate any of the foregoing restrictions, covenants or conditions, any party owning or having any interest in any residential lot in Lake Shadows, Sections One, Two, Three, Four and Five 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. Developer, 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 Subdivision.

3. In the event additional sections of Lake Shadows are developed and platted and the property owners of Subdivision are given the express right to enforce the restrictions, covenants and conditions on any such additional section or sections, then the property owners in such additional section or sections shall likewise have the right to enforce the restrictions, covenants and conditions on Subdivision.

4. Developer may make other and additional restrictions applicable to specific lots and Reserves by appropriate provision in the contract or deed from it covering the sale of such lot or Reserve, and such other and additional restrictions shall inure to the benefit of, and bind, the respective parties in the same manner as though they had been expressed herein.

5. Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall in nowise affect or invalidate any other restriction, covenant or condition, but all such other

restrictions, covenants and conditions shall continue and remain in full force and effect.

In testimony whereof, S & M, Inc. has caused these presents to be executed by its president and attested by its assistant secretary, and its seal to be hereunto affixed, on this 30th day of July 1973.

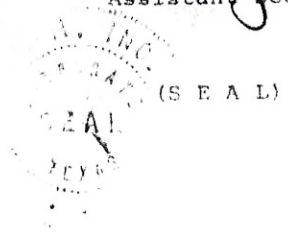
165-27-2099

S & M, Inc.

ATTEST:

By Cyril J. Smith
President

Cathy Bacon
Assistant Secretary



STATE OF TEXAS,

COUNTY OF HARPIS:

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 and deed of said S & M, Inc., a corporation, and that he executed the same as the act and deed 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 30th day of July, 1973.



Davis J. Wagner
Notary Public in and for Harris
County, Texas
My commission expires June 1, 1975

FILED FOR RECORD
9:00 A. M.

AUG 1 1973

Robert Montford
County Clerk, Harris County, Texas

165-27-2100

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

AUG 1 1973



Petermonteigh
COUNTY CLERK
HARRIS COUNTY, TEXAS

RESTRICTIONS

Lake Shadows Subdivision
Section Five

Return to:

CYRIL J. SMITH
ATTORNEY AT LAW
1811 HOUSTON NATURAL GAS BUILDING
1200 TRAVIS
HOUSTON, TEXAS 77002
(713) 222-2315

CYRIL J. SMITH
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1811 HOUSTON NATURAL GAS BUILDING
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