

CC&Rs-Condo Declaration
Shadowlake H.O.A., INC.

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DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
SHADOWLAKE SINGLE FAMILY RESIDENTIAL

501-80-0728

lee

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 14th day of November, 1994, by Jim Sowell Construction Co., Inc., a Texas corporation (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the land within Shadowlake Section Two, and Shadowlake Section Three, two subdivisions of land in the City of Houston, Harris County, Texas according to the plats thereof recorded under Film Code Numbers 208938 and 208939, respectively, in the Map Records of Harris County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being hereinafter referred to as the "Property"); and

WHEREAS, it is the desire and intention of Declarant to restrict said Property according to a common plan as to use, permissible construction, and common amenities so that all land within the Property shall be benefitted and each successive owner of all or a part of said land shall be benefitted by preserving the values and the character of said land; and

WHEREAS, Declarant desires to take advantage of the unique geographical features of the Property and proposes to establish a preeminent residential environment which is dependent upon and in furtherance of aesthetic considerations in order to create a prestigious residential community having common areas, facilities and landscaping, and to provide for the maintenance, repair, operation and improvement of same; and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, to be binding upon each owner of a lot or lots within the Property, and which restrictions, covenants and conditions will also comply with the requirements of local governmental authorities and the zoning and subdivision ordinances and regulations of the City of Houston, Harris County, Texas; and

WHEREAS, Declarant has deemed it desirable, and in the best interests of the residents, owners, and future residents and owners of the Property, for the efficient preservation of the values and amenities in the Property and the maintenance, repair, operation and improvement of the common areas, facilities and landscaping, to create an entity to which would be delegated and assigned the powers of maintaining and administering same and enforcing these restrictions, covenants, easements, charges and liens, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant will cause to be incorporated the Shadowlake Homeowners Association, Inc., a Texas non-profit corporation, and will designate it as such entity; and

NOW, THEREFORE, Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that the Property, including such additions thereto as may hereafter be made pursuant to Article 1, Section 3 hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, representatives and assigns. The covenants, conditions, restrictions, easements, charges and liens hereinafter set forth are

covenants running with the land at law as well as in equity.

501-80-0729

ARTICLE I

I. GENERAL PROVISIONS

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- a. "Association" shall mean and refer to the Shadowlake Homeowners Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Areas, Common Facilities, Common Personality, Detention Areas, Drainage Areas and all Landscaping in the Common Areas, and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter prescribed.
- b. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot for the purpose of selling same for profit.
- c. "Common Areas" shall mean and refer to areas of land owned, leased or used by the Association, and/or easement areas for walls or fences, entryways, access or walkways, recreational facilities, and other purposes benefitting the Members, including any improvements and Landscaping located thereon, for the common use, enjoyment and benefit of the Members of the Association, including, without limitation, the easement created for the benefit of the Association along Richmond Avenue by Section 2 of Article VI hereof and those areas of land more particularly described as Restricted Reserves A and B of Shadowlake Section Two; and Restricted Reserves A and B, and Unrestricted Reserve C of Shadowlake Section Three.
- d. "Common Facilities" shall mean and refer to the recreational buildings and appurtenances, fountains, entry systems, walls, fences, security facilities, parking areas, irrigation systems, lighting facilities, flagpoles, identification markers, playground and appurtenances, swimming pool, and the like, owned, leased or used by the Association in fulfilling its duties and for the benefit of all Members of the Association.
- e. "Common Personality" shall mean and refer to any and all items of personal property owned or leased by the Association for the benefit of all Members or used by the Association in fulfilling its functions and carrying out its duties and purposes hereunder.
- f. "Declarant" shall mean and refer to Jim Sowell Construction Co., Inc., and its successors and assigns provided that an assign is designated in writing by Jim Sowell Construction Co., Inc. as an assign of all, or part, of the rights of Declarant.
- g. "Detention Areas" shall mean and refer to those areas within or outside of the Property which are designed and used to hold storm water runoff from the Property or to otherwise accommodate the drainage requirements of the Property.
- h. "Drainage Areas" shall mean and refer to those areas within or outside of the Property which are designed and used to convey storm water runoff from the Property or to otherwise accommodate the drainage requirements of the Property.
- i. "Lake Area" shall mean and refer to those portions of land situated in Shadowlake Section I, located in the Northeast and Northwest corners of Shadowbriar Drive and Richmond Avenue, and shown on the Land Plan.
- j. "Landscaping" shall mean and refer to growing plants, including grass, plantings, vines, ground cover, trees, hedges, shrubs, flowers and the like.
- k. "Lot" shall mean and refer to any parcel, plot, or tract of land identified

501-80-0730

by a lot and block number as shown upon any recorded subdivision map, plat, replat, or revision of the Property, as said recorded subdivision maps or plats may be amended and revised from time to time.

l. "Member" shall mean and refer to each Owner of a Lot or an undivided interest therein, who shall be a Member of the Association as provided in Article II hereof.

m. "Occupant" shall mean and refer to any person occupying or otherwise using a Lot and/or any house or dwelling situated on such Lot (including lessees).

n. "Owner" shall mean and refer to the owner of record (including Declarant), whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

o. "Property" shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Section 3 of this Article I.

Section 2. Property Subject to Declaration. The real property covered by this Declaration is all of the real property in Shadowlake, Section Two, and Shadowlake Section Three, subdivisions in Harris County, Texas, according to the plats thereof recorded under Film Code Numbers 208938 and 208939, respectively, of the Map Records of Harris County, Texas. All of the Property and any right, title or interest therein shall be owned, held, leased, sold, transferred and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth herein. The covenants, restrictions, conditions, easements, charges and liens herein set forth are covenants running with the land at law as well as in equity, and shall constitute a general plan for the benefit of and be enforceable by all present and future Owners of any Lot or Lots in the Property and their heirs, personal representatives, successors and assigns, as well as by Declarant and the Association.

Section 3. Additional Property Subject to Declaration. Additional property may be added to, or made subject to this Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth herein, in the following manner:

a. Additional property may be annexed into the jurisdiction of the Association with the consent of two-thirds (2/3rds) of the Members of the Association; provided, however, that upon submission to and approval by the Federal Housing Administration or the Veterans Administration of a general plan of the entire development, additional sections of development may be annexed by Declarant, its successors or assigns, without such approval by the Members or their mortgagees. The Owners of Lots in such annexed property shall be entitled to the use and benefit of all Common Areas, provided that the Lots in such annexed property shall be impressed with and subject to assessments by the Association as herein specified on a uniform, per Lot basis.

b. Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not effect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the consent of two-thirds (2/3rds) of each class

of Members of the Association.

c. Dissolution. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

ARTICLE II

II. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each and every person, persons, or legal entity who shall own any Single-Family Lot in the Property, shall automatically be, and must remain, a Member of the Association. Such membership shall be appurtenant to each Lot and may not be severed from or held separately therefrom. PROVIDED, that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member.

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

a. Class A Member. Class A Members shall be all those persons or legal entities who own a Lot with the exception of Declarant. After the Conversion Date (hereinafter defined), Declarant shall also become a Class A Member to the extent that Declarant is the Owner of one or more Lots. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Class A Members, and the vote for such part of the Property owned by such Members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests.

b. Class B Member. The Class B Member shall be Declarant or its successor or assign. The Class B membership of Declarant shall cease and become converted to Class A membership upon the occurrence of the earlier of the following (the "Conversion Date"):

- i. At January 1, 2020; or
- ii. When the total votes of the Class A Members equals the total votes of the Class B Member; or
- iii. Such earlier date as may be established by Declarant in a written instrument recorded by Declarant in the Official Public Records of Real Property of Harris County, Texas.

Section 3. Voting Rights. The Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. Prior to the Conversion Date, the Class B Member shall be entitled to three (3) votes for each Lot it owns. From and after the Conversion Date, the Class B Member (as a converted Class A Member) shall be entitled to one (1) vote for each Lot in which it holds the interest required for Association membership. As stated hereinabove, where more than one person or entity holds such interest in any Lot, all such persons shall be Members, and the vote for such Members shall be exercised as the several parties shall determine among themselves. Similarly, for the purpose of calculating the ratio of Members voting for or consenting to any particular matter to the total number of Members that could so vote or consent, a multiple of Members who own one Lot shall be counted as only one Member.

Section 4. Termination of Membership. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner,

except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE III

III. ASSESSMENTS

Section 1. Covenants for Assessments. The Declarant, for each Lot owned by it within the Property (presently being all Lots within the Property), hereby covenants to pay, and each purchaser of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay, to the Association, the following assessments (to the extent that any assessment pertains to a Lot owned by the Declarant or that purchaser and becomes due and payable on a date prior to or during the time that the Declarant or that purchaser is the Owner of that Lot): (1) Regular Annual Assessments (as specified in Section 3 of this Article III), (2) Special Assessments (as specified in Section 4 of this Article III), and (3) Special Member Assessments (as specified in Section 5 of this Article III), all of such assessments to be fixed, established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health, safety, and welfare of the Owners of the Property, or any part thereof, and for carrying out the purposes of the Association as stated in its Articles of Incorporation and this Declaration. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, the amount of Regular Annual Assessments, Special Assessments and Special Member Assessments, and the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith.

Section 3. Regular Annual Assessments. Each Owner of a Lot shall pay Regular Annual Assessments (herein so called) to the Association.

a. Purpose. Regular Annual Assessments shall be levied upon each Lot to provide funds to the Association for the use and benefit of the Owners of the Property. Without limiting the generality of the foregoing sentence, the use of the Regular Annual Assessments by the Association may include without limitation, the financing of the following:

i. Operation, maintenance, repair, and improvement of the Common Areas, the Common Facilities, and the Common Personality, including funding of appropriate reserves for future repair, replacement and improvement of same;

ii. Payment of taxes and premiums for insurance coverage in connection with the Common Areas, Common Facilities, and Common Personality and any other property owned by the Association;

iii. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Areas, Common Facilities, and Common Personality;

iv. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;

v. Maintaining or replacing any Landscaping in the Common Areas;

vi. Designing, purchasing and installing any improvements to the Common Areas, Drainage Areas, and the Detention Areas;

- vii. Mowing and routine maintenance of the Common Areas;
 - viii. Mowing and routine maintenance of the Detention Areas unless such maintenance work is performed by a municipal utility district or other governmental entity;
 - ix. Removing debris from the Common Areas, Drainage Areas, and the Detention Areas;
 - x. Repairing all areas of erosion within the Drainage Areas and Detention Areas;
 - xi. Lighting, improving and maintaining streets, alleyways, sidewalks, and paths in the Property;
 - xii. Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
 - xiii. Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
 - xiv. Employing policemen or watchmen and/or a security service;
 - xv. Carrying out the duties of the Board of Directors of the Association;
- and
- xvi. Carrying out such purposes of the Association as generally benefit all Members of the Association.

b. Basis for Assessment. Subject to the provisions of subsection (d) below, Regular Annual Assessments shall be levied equally against each Lot by the Board of Directors of the Association on an annual basis. After consideration of current costs and future needs of the Association, the Board shall fix the Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

c. Maximum Annual Assessment. Until January 1, 1996, the maximum Regular Annual Assessment shall be \$425.00 for each Lot. From and after January 1, 1996, the maximum Regular Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Regular Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.

d. Lots owned by Declarant and Builders. Lots owned by the Declarant shall be subject to the obligation of payment of Regular Annual Assessments at the rate of 25% of the amount assessed against the Lots owned by Class A Members. Lots owned by a Builder shall be subject to the obligation of payment of Regular Annual Assessments at the rate of 50% of the amount assessed against the Lots owned by the Class A Members who are not Builders during the 12-month period after the purchase of each Lot by a Builder and thereafter at 100% of the amount assessed against the Lots owned by Class A Members who are not Builders.

Section 4. Special Assessments. In addition to the Regular Annual Assessments authorized by Section 3 hereof, the Association may, by vote of its members as set out in Section 6 hereof in any year or years, levy Special Assessments (herein so called).

- a. Purpose. Special Assessments may be levied for the following purposes:
 - i. Defraying the cost of any new construction or reconstruction,

unexpected repair or extraordinary maintenance, or replacement of capital improvements for and within the Detention Areas, Drainage Areas, Common Areas, Common Facilities, and Common Personality, including the necessary fixtures and personal property related thereto;

ii. Responding to unusual or emergency needs of the Association as a whole as may be expected to occur from time to time;

iii. Satisfying the obligation and responsibility of replenishing all or part of any escrow funds held by any third party or governmental authority which have been withdrawn to pay for obligations incurred or assumed by the Association under agreements with a third party or governmental authority;

iv. Indemnifying a director, officer, agent or employee of the Association pursuant to the indemnification provision of the Articles of Incorporation and Bylaws of the Association or this Declaration; and

v. Carrying out any other purposes that benefit the Association as a whole as stated in its Articles of Incorporation, Bylaws or as stated herein.

b. Basis for Assessment. Special Assessments shall be allocated and prorated among the Owners at the date each such Special Assessment is levied in the same manner as Regular Annual Assessments are allocated and prorated among the Lots pursuant to Section 3 of this Article.

Section 5. Special Member Assessments. In addition to the Regular Annual Assessments and any Special Assessments authorized in this Article III, the Association, by vote of its Board of Directors, may levy a Special Member Assessment (herein so called) in accordance with, and as provided in Section 2 of Article VII hereof and the Bylaws of the Association, as such Bylaws presently exist or are subsequently modified or amended.

Section 6. Vote Required for Special Assessments. The Special Assessments authorized by Section 4 hereof must be approved by two-thirds (2/3rds) of the total eligible votes of each class of the membership of the Association by Members voting in person or by proxy, at a meeting duly called for such purpose, a written notice of which shall be given to all Members at least fifteen (15) days in advance and shall set forth the purpose of such meeting.

Section 7. Commencement Date of Annual Assessments. The first Regular Annual Assessment provided for herein shall commence on a date in 1995 fixed by the Board of Directors of the Association and shall continue thereafter from year to year. The assessment for 1995 shall be adjusted according to the number of months remaining in such year and shall be due and payable thirty (30) days after notice of assessment is sent to the Owners of the Lots.

Section 8. Due Date of Assessments. On or before December 31 of each year commencing January 1, 1995, the Board of Directors shall fix the Regular Annual Assessment for the following calendar year which shall become due and payable on January 1 of such year and delinquent if not paid by March 1 of such year. The due date of any Special Assessments under Section 4 hereof or of any Special Member Assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Owner's Personal Obligation for Payment of Assessments. The Regular Annual Assessments and all Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may, for any reason, exempt himself from liability for such assessments. In the event that any assessment or installment thereof is not paid when due, then the unpaid amount of any such assessment or installment thereof shall become delinquent and shall, together with interest thereon as herein provided and costs of collection thereof, be a continuing personal obligation and debt of the non-paying Owner secured by the continuing lien imposed by this Declaration on the Lot, including all improvements thereon, to which such assessment or installment thereof pertains.

The obligation of any Owner to pay any assessment imposed on a Lot prior to or during such Owner's period of ownership shall remain such Owner's personal obligation, and a sale or other transfer of title to such Lot shall not release such former Owner from said liability notwithstanding an assumption of liability by the purchaser or transferee. The lien imposed by this Declaration for any unpaid assessments shall be unaffected by any sale or transfer of full or partial ownership interests in a Lot, or portion thereof, and shall continue in full force and effect.

The unpaid amount of any assessment shall bear interest from its due date at eighteen percent (18%) per annum or the maximum legal rate of interest then prevailing, whichever is lesser. In addition, the Board of Directors of the Association may elect to retain the services of an attorney of its choice for the purposes of collecting any unpaid assessment and interest charges thereon, and/or to foreclose the lien imposed by this Declaration against the property subject thereto and/or to pursue any other legal or equitable remedy which the association may have and there shall be added to the amount of the unpaid assessment and interest charges therein, any and all collection costs incurred by the Association, whether judicial or non-judicial, and including, but not limited to, reasonable attorney's fees and costs of legal suit.

Section 10. Assessment Lien and Foreclosure. Declarant hereby imposes upon each and every Lot of land within the Property a continuing lien enforceable by the Association to secure the payment to the Association of the Regular Annual Assessments, Special Assessments and Special Member Assessments (together with interest and the cost of collection, including reasonable attorneys' fees as provided in Section 9 hereof) levied and allocated from time to time to the Owner or any prior Owner of that Lot of land in the Property (the "Association's Lien"). Each Owner of each Lot, by acceptance of the deed therefor and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to accept such Lot subject to the Association's Lien. Each Owner of each Lot, by acceptance of the deed therefor and whether or not it shall be so expressed in such deed, hereby expressly vests in the Board of Directors of the Association, or its agents, the right and power to bring all actions against each such Owner personally for the collection of all such assessments as a debt and to enforce the aforesaid Association's Lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to §51.002 of the Texas Property Code, as same presently exists or as it is subsequently amended; and each such Owner hereby expressly grants to the Board of Directors of the Association a power of sale in connection with said Association's Lien. The Board of Directors of the Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such non-judicial foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing signed by the President or a Vice-President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the official public records of real property of Harris County, Texas. The initial designation of a trustee by the Board of Directors of the Association shall be by an instrument in writing that is executed and filed in the same manner as an instrument changing the designated trustee. In any foreclosure proceedings, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association, and the Association shall have the right and power to bid on the property being foreclosed. The aforesaid Association's Lien shall be superior to all other liens and charges against the Property, except only for ad valorem tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of records, securing in either instance sums borrowed for the improvement and/or purchase of the property in question, to which said liens the Association's Lien shall be subordinate and inferior. Provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale (whether public or private) of any such Lot pursuant to the terms and conditions of any such mortgage or deed of trust. Any foreclosure and sale of a Lot pursuant to said superior liens shall not relieve any such Lot's Owner of personal liability for the sums owing under this Article nor the new Owner thereof from liability for the amount of any assessments thereafter becoming due nor from the continuing lien imposed hereby securing payment of any such subsequent assessments (although that new Owner will have no liability for the pre-foreclosure assessments). The Association, acting through its Board of Directors, shall have the power to subordinate the aforesaid Association's Lien to any other lien.

Section 11. Common Properties Exempt. The Common Areas and any common properties of any other association which may merge or consolidate with the Association, and any common properties contained or defined within a Supplementary Declaration filed as provided in Article I, Section 3 of this Declaration, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

Section 12. Certificate of Payment. The Board of Directors of the Association shall, upon the request of an Owner and the payment of a reasonable charge established by said Board, cause to be furnished to any such Owner liable for assessments, a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any assessments therein stated to have been paid.

ARTICLE IV

IV. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. The Association shall have an Architectural Control Committee appointed by the Board of Directors, which shall consist of three (3) members who shall be natural persons, and who need not be Members of the Association. Members of the Board of Directors may also be members of the Architectural Control Committee. Until the Conversion Date, the appointment of the members of the Architectural Control Committee must be approved by Declarant and any and all members of such committee may be removed by the Board of Directors and/or the Declarant without cause. After such date, the Board of Directors shall have the exclusive right and power at any time and from time to time to appoint, remove and fill vacancies on the Architectural Control Committee.

Section 2. Function of Architectural Control Committee. No Improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any Lot until plans and specifications, in such form and detail as the Architectural Control Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Content of Plans and Specifications. The plans and specifications required by the Architectural Control Committee to be submitted and approved may include, without limitation, the following:

- a. A plat showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the Lot contours is contemplated.
- b. Exterior elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Structural design.
- e. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- f. Parking area and driveway plan.
- g. Screening, including size, location and method.

The Architectural Control Committee may, at its discretion, grant the approval required by this Article IV for one set of plans and specifications submitted by a Builder for Improvements on multiple Lots, and such approval shall be effective for each Lot on which such Improvements are constructed by that Builder.

Section 4. Definition of "Improvement". Improvement shall mean and include all buildings, any roofed structures, waterfront structures, parking areas, fences, walls, hedges, mass planting, poles, driveways, ponds, swimming pools, tennis courts, changes in any exterior color or shape, and any new exterior construction or exterior improvement which may not be included in any of the foregoing. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

Section 5. Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants and restrictions of Article V hereof.

Section 6. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or disapprove such plans and specifications or to reject them as being inadequate within ten (10) business days after submittal thereof, it shall be conclusively presumed that such committee has approved such plans and specifications, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variance from the requirements of the protective covenants, conditions, and restrictions contained in Article V hereof, except as specifically provided therein.

Section 7. Limitation of Liability. The Architectural Control Committee has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The Architectural Control Committee has no duty to inspect any improvements; and, if the Architectural Control Committee should inspect any improvements, the Architectural Control Committee shall have no liability or obligation to any party arising out of such inspection. The Architectural Control Committee expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the Bylaws of the Association to the contrary, the Architectural Control Committee shall not have any liability to any Owner arising or resulting from any act or omission of the Architectural Control Committee taken or omitted pursuant to this Declaration or the Bylaws of the Association (even if involving a committee member's own negligence). Each Owner by accepting a conveyance of any Lot or of any portion of the property conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the Architectural Control Committee arising or resulting from acts or omissions pursuant to this Declaration or the Bylaws of the Association.

ARTICLE V

V. COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the Lots.

a. Each Lot shall be used exclusively for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, hospital, sanatorium or doctor's office, or other multi-family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof. No improvement or structure whatsoever, other than a first-class private dwelling house, patio walls, swimming pool, and customary outbuildings, garage, servants' quarters, waterfront structure, or guest

house, may be erected, placed, or maintained on any Lot.

b. No sign of any kind shall be displayed to the public view on or from any part of any Lot, except signs temporarily used by Declarant or any Owner, of not more than five square feet, advertising the Lot for sale or rent, or signs of architects and builders during the period of construction and sale of Improvements on any Lot.

c. The total floor area of any single-story dwelling constructed on any Section Two Lot, exclusive of open porches and garages, shall not be less than 1,800 square feet.

d. The total floor area of any two-story dwelling constructed on any Section Two Lot, exclusive of open porches and garages, shall not be less than 2,000 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

e. The total floor area of any single-story dwelling constructed on any Section Three Lot, exclusive of open porches and garages, shall not be less than 1,400 square feet.

f. The total floor area of any two-story dwelling constructed on any Section Three Lot, exclusive of open porches and garages, shall not be less than 1,600 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

g. The exterior walls of any one-story dwelling constructed on a Lot, exclusive of doors and windows, shall be 75% masonry, stone or brick construction, and the exterior walls of any two-story dwelling constructed on a Lot, exclusive of doors and windows, shall be 60% masonry, stone or brick construction, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee. Provided, however, those exterior walls of a one-story structure which face a street shall be no less than 75% masonry, stone or brick construction and those exterior walls of a two-story structure which face a street shall be no less than 60% masonry, stone or brick construction. All chimneys constructed or erected on any Lot as a component of the front or side of any dwelling, which fronts or side fronts on a street shall be of masonry, stone or brick construction.

h. No chain link fence or fences shall be situated, erected, constructed, or permitted to remain upon any Lot, or any portion thereof. Fences no more than eight (8) feet in height constructed of wood, brick masonry, decorative iron, or a combination of wood, brick masonry and/or decorative iron, may be erected with the Architectural Control Committee's approval of the plans therefor.

i. The fences constructed on the rear lot lines of Lots 20 through 37 (inclusive), Block 1, of Shadowlake Section Two shall be constructed of wood and shall be eight (8) feet in height. If the fence constructed on the rear lot line of such Lots is one-sided rather than two-sided, the front of the fence or side from which the support posts are not visible shall face such Lots.

j. All roofs constructed upon any dwelling and/or other structures constructed, erected, or located upon any Lot shall be constructed with a minimum pitch of 6" by 12" and shall be constructed of architectural dimensional shingles of a quality equal to or exceeding 25-year warranty in "earth-tone" colors, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

k. No animals, livestock, or poultry shall be raised, bred, or kept upon any Lot, or portion thereof, except that no more than a total of three (3) dogs, cats, or other

household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided that they do not create a nuisance.

l. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

m. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators, containers, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No compost shall be permitted upon any Lot.

n. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements and then such materials shall be placed within the property lines of the Lot upon which the improvements are to be erected, and shall not be placed in the street. No stumps, trees, underbrush, or any refuse of any kind, nor scrap material from the improvements being erected on any Lot shall be placed on any adjoining Lots or streets. All such material, if not disposed of immediately, must remain on the Lot on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the Property.

o. No trailer, tent, shack, garage, or any structure of a temporary character shall at any time be erected or used on any Lot as a residence or business, either temporarily or permanently, except during actual construction of a building being erected thereon, and then such temporary structure must be on the Lot on which construction is in progress and not on adjoining Lots, streets, or easements, and at completion of construction, the temporary structure must be removed immediately. No such temporary structure shall be used for residential purposes during construction. No garage or outbuilding shall ever be used as a residence or business, either temporarily or permanently. Notwithstanding the foregoing, nothing contained herein shall prohibit the location of a trailer, mobile home, or other temporary structure on any part of the Property for use temporarily as a sales office for homes erected or to be erected by builders or developers. The size, location, and period of occupancy of such temporary sales offices shall be subject to the prior written approval of the Architectural Control Committee, which approval may be given or withheld at such Committee's sole discretion, and if withheld, then the location and use of such trailer, mobile home or temporary structure for a sales office at the requested location shall be prohibited. Upon the expiration of the period of occupancy permitted by the Architectural Control Committee for such temporary sales office, such trailer, mobile home or temporary structure shall be removed immediately.

p. A motor boat, house boat, sail boat, or other similar waterborne vehicle shall be maintained, stored or kept on any Lot only in an enclosed garage or if screened from view behind a solid fence located behind the building line.

q. Except in the case of a detached garage located behind the rear of the residence, no garage shall be constructed or erected upon any Section Two Lot with the entrance to such garage facing the road or street that such Lot faces as shown on the recorded plat of such Section Two Lot (i.e., no front-entry garages). A variance from this restriction may be granted by the Architectural Control Committee.

r. All dwellings or residences constructed or erected upon any Lot shall face the road or street that the Lot faces as shown on the recorded plat and no portion of such dwelling or residence shall be nearer to the street property line of the Lot than is designated by the building line, if any, on the recorded plat.

s. The location of all structures constructed, erected, situated, or placed upon any Lot must be in conformance with the building lines, if any, as shown on the recorded plats of the Property, and the minimum building set-back lines established by the ordinances and regulations of the City of Houston.

t. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

u. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless (a) such apparatus is erected and maintained in such a way that it is screened from view at any point outside the boundaries of the Lot, and (b) the Owner has received the prior written approval from the ACC to the size, location and screening of such apparatus.

Section 2. Landscaping. All Lots shall be landscaped, and such landscaping shall:

a. Be required on all Lots contemporaneously with completion of other improvements, but in no event later than 30 days after first occupancy or completion of a residence, whichever shall first occur, unless a longer period is approved in writing by the Architectural Control Committee;

b. Conform to a landscaping plan approved by the Architectural Control Committee pursuant to Article IV hereof. Such approval, which shall not be unreasonably withheld, may be limited to landscaping plans which:

i. Provide for a minimum of two (2) live oak trees in the front yard of at least 4" caliper of a Section Two Lot; or provide for a minimum of one (1) live oak tree of at least 4" caliper and one (1) ornamental tree of a minimum of 15 gallons in size in the front yard of a Section Three Lot, and provide for the planting of bushes of a minimum size of 5 gallons along the entire front of the residence;

ii. Do not obstruct sight lines at street or driveway intersections;

iii. Preserve existing trees to the extent practical; and

iv. Permit reasonable access to public and private utility lines and easements for installation and repair.

c. The front yard of each Lot out to the street curb as well as the side yard of each Lot out to the street curb on all corner Lots shall be completely sodded by the Builder upon the completion of the residence.

d. Any and all lines and/or wires for communication or for transmission of sound or electrical current, not within a building, shall be constructed or placed and maintained underground.

Section 3. Front Setback for Section Three Lots. Notwithstanding the front 10 foot building line indicated on the plat of Shadowlake, Section Three, no residence shall be constructed on any Section Three Lot nearer than twenty (20) feet from the right-of-way of the street serving such Lot except that residences may be constructed within fifteen (15) feet of the street right-of-way on the following cul de sac Section Three Lots: Lots 3 through 6 (inclusive), Block 4; and Lots 11 through 14 (inclusive), Block 4.

Section 4. Lots Abutting Shadowbriar Drive. The residence constructed on each Lot which abuts Shadowbriar Drive as well as another road or roads shall be constructed with the front of

the residence facing a road other than Shadowbriar Drive and with the driveway access through a road other than Shadowbriar Drive.

Section 5. Side Setbacks. No part of a residence or garage shall be located on a Lot nearer than five (5) feet to a side Lot line; provided, however, notwithstanding the foregoing, a detached garage may be located no nearer than three (3) feet from a side Lot line.

Section 6. Garage Elevations. No more than three (3) consecutive residences with a front entry garage shall be constructed in Shadowlake Section Three. The alternate garage elevation shall be a "swing-in" garage configuration or any other configuration that does not allow the garage doors to face the front of the Lot. Alternate garage elevations other than "swing-in" garage configurations must be approved by the Architectural Control Committee.

Section 7. Underground Electric Service. An underground electric distribution system will be installed in the Shadowlake Section Two and Shadowlake Section Three subdivisions, designated herein as Underground Residential Subdivision, which under ground service area embraces all the Lots which are platted in the subdivisions at the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot containing a single dwelling unit 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 at the 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. Declarant has, either by designation on the plats of the subdivisions or by separate instrument(s), granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to each Owner of a Lot reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) (each a "Reserve") shown on the plats of Shadowlake, Section Two and Shadowlake, Section Three, as such plats exist at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

ARTICLE VI

VI. RESERVATION AND GRANT OF EASEMENTS

Section 1. Utilities. Easements for installation, construction, reconstruction, patrolling, inspection, maintenance, repair, removal, and/or addition of utility systems or facilities and for ingress and egress to or from and upon such utility easements are reserved by Declarant as shown on the plats of the Property, the provisions of said plats pertaining to the use of land situated within such utility easements being hereby referred to and incorporated herein for all purposes. Full right of ingress and egress shall be had by Declarant, and any municipal authority which provides utilities to the Property, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, reconstruction, patrolling, inspection, maintenance, repair, removal and/or addition of utilities or on account of temporary or other inconvenience caused thereby, against the Declarant, or any utility company or municipality, or any of its agents or servants, are hereby waived by the Owners.

Section 2. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across Lots 1 through 14 (inclusive), Block 1, Shadowlake Section Three, and Lots 1 through 10 (inclusive), Block 1, of Shadowlake Section Two, for the purposes of constructing, maintaining, repairing, replacing and reconstructing Landscaping and a brick wall or fence within the portion of each such Lot which is within sixteen (16) feet of the right-of-way for Shadowbriar Drive, together with the right to enter upon any such Lot as may be reasonably necessary to construct, maintain, repair, replace or reconstruct such Landscaping and wall or fence.

Section 3. Universal Easement. Each Lot and its Owner is hereby declared to have an easement, and the same is hereby granted to Declarant, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering error, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot. Notwithstanding the foregoing, in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

ARTICLE VII

VII. MAINTENANCE

Section 1. Owner's Duty of Maintenance. The Owners and occupants of each Lot shall

jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing.
- c. Tree and shrub pruning.
- d. Watering.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repair of exterior damages to buildings and improvements and repainting of buildings and improvements when necessary.

Section 2. Enforcement. If, in the opinion of the Association (acting through its Board of Directors), any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association (acting through its Board of Directors) may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants of any Lot on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owners or occupants shall fail to reimburse the Association within ten (10) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of said Owners and occupants jointly and severally, and the Association may levy a Special Member Assessment in accordance with this Declaration and the Bylaws of the Association, as such Bylaws presently exist or are subsequently modified or amended, which Special Member Assessment is secured by the lien imposed by Article III, Section 10 of this Declaration, and is subject to foreclosure as is provided therein.

ARTICLE VIII

VIII. COMMON PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Common Areas.

Section 2. Title to Common Properties. Declarant shall convey ownership of the Common Areas and any Common Facilities, and/or Common Personalty owned by Declarant to the Association, which shall be responsible for their operation, repair and maintenance.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Areas.

b. The right of the Association to sell, convey or dedicate to the appropriate governmental authority, the Common Areas, or any part thereof, provided such sale, conveyance or dedication is approved by a majority of the total eligible votes of each class of the Members of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting.

c. The right of the Association to borrow money for the purpose of improving, maintaining, or repairing the Common Areas and/or Common Facilities, or any part thereof, and to mortgage the Common Areas, Common Facilities, or any part thereof, provided the mortgaging of the Common Areas is approved by a majority of the total eligible votes of each class of Members of the Association voting in person or by proxy, at a meeting duly called for such purpose.

d. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas and/or Common Facilities, or any part thereof, against foreclosure.

e. The right of the Association to suspend the voting rights and right to use the Common Facilities of any Member for any period during which any assessment or other amount owed by the Member to the Association remains unpaid or during which such Member is in violation of any of the provisions of this Declaration.

f. The right of the Association to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Areas, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any single infraction of such rules and regulation.

g. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Common Areas.

ARTICLE IX

IX. MISCELLANEOUS PROVISIONS

Section 1. Duration. This Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2025, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the total eligible votes of the Members of the Association voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of such meeting.

Section 2. Amendment. This Declaration may be amended or terminated at any time by a majority of the total eligible votes of each class of membership of the Association voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of such meeting, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 1999. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with the signatures of the requisite number of the Owners of the property (and the signature of Declarant if prior to January 1, 1999).

Section 3. Enforcement. The Association, every Owner of any part of the Property, Declarant, and their respective legal representatives, heirs, successors and assigns, shall have the right (but not the duty) to enforce this Declaration and the covenants, restrictions, conditions, charges and liens contained herein. Enforcement of the covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and against the Property to enforce any lien created by these covenants. Failure by the Association or any Owner or Declarant to enforce any such covenant, condition, restriction, charge or lien shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 5. Notice. Whenever written notice to the Owners (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owners appearing on the records of the Association (and as furnished to the Board of Directors by such Owners). If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail, postage prepaid, properly addressed, whether received by the addressee or not.

Section 6. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 7. Number of Gender of Words. Whenever used in this Declaration, the singular number shall include the plural where appropriate, and vice versa; words of any gender shall include each other gender, where appropriate.

Section 8. Assignments. Declarant shall have the right to assign and/or delegate its rights, privileges, duties and obligations hereunder.

Section 9. Address of Declarant. The mailing address of Declarant is 3131 McKinney Avenue, Suite 200, Dallas, Texas 75204-2471.

Section 10. Insurance. The Board of Directors of the Association shall obtain insurance (the premiums for which shall be a common expense payable from property assessments) for all the Common Areas and the Common Facilities, as follows (such insurance to be in amounts designated by the Board of Directors unless an amount is specified in this Declaration):

a. Insurance on all insurable improvements against loss or damage by fire and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board of Directors deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of such improvements shall be determined annually by the Board of Directors which may obtain an appraisal in making such determination, the cost of which shall be a common expense payable from property assessments.

b. Comprehensive general liability insurance against claims for bodily injury or death (minimum coverage of \$300,000) and property damage (minimum coverage of \$100,000) suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Areas, and at least \$1,000,000.00 in "umbrella"

coverage. Any policy obtained pursuant to this subsection (b) shall contain a cross-liability endorsement whereby the rights of a named insured shall not prejudice his, her or their action or actions against another named insured, and shall contain a "severability of interest" type of endorsement precluding the insurer from denying a claim of an Owner or the Association because of the negligent acts of other Owners or the Association.

c. Such other insurance in such reasonable amounts as the Board of Directors shall deem desirable, including without limitation, director's and officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or officer; and fidelity bonds for any management company retained by the Board of Directors.

d. All insurance provided for herein shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association. All insurance policies shall be held with insurance companies with an AM Best & Company rating of not less than an A + 9 rating.

Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas or the Common Facilities covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

Any damage or destruction to the Common Areas or Common Facilities shall be repaired or reconstructed unless Members holding a majority vote of each class of voting membership in the Association decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided however, that such extension shall not exceed sixty (60) days.

In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas or Common Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

Section 11. FHA/VA Approval. As long as there is a Class B membership in the Association, the annexation of additional properties, the dedication of Common Areas, and the amendment of this Declaration shall require the prior approval of the Federal Housing Administration or the Veterans Administration.

EXECUTED as of the date set forth above.

JIM SOWELL CONSTRUCTION CO., INC.

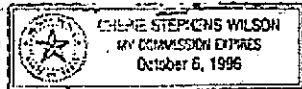

By: Stephen L. Brown, President

501-80-0747

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14th day of November, 1994, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.

Cherie Stephens Wilson
Notary Public, State of Texas



Cherie Stephens Wilson
Name printed or typed
My Commission Expires: 10-6-96

APPROVAL BY LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST

By: [Signature]
Name: KEITH A. JOHNSON
Title: ADMINISTRATOR

FILED
94 NOV 16 PM 1:33
HARRIS COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO:
Mr. George L. Houghton, Jr.
Citizens Title Company
P.O. Box 367
Richmond, Texas 77406-0367

NOTARY PUBLIC
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 herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

NOV 16 1994



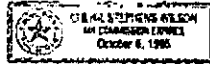
Genevieve B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

501-83-0747

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 14th day of November, 1994, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.

Cherie Stephens Wilson
Notary Public, State of Texas



Cherie Stephens Wilson
Name printed or typed
My Commission Expires: 10-6-96

APPROVAL BY LIENHOLDER:

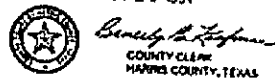
COMBINED MASTER RETIREMENT TRUST

By: [Signature]
Name: Keith A. Johnson
Title: Administrator

FILED
NOV 15 PM 1:33
[Signature]
COUNTY CLERK

RETURN TO:
Mr. George L. Boughton, Jr.
Citizens Title Company
P.O. Box 167
Richmond, Texas 77406-0167

NOTARY PUBLIC STATE OF TEXAS
I hereby certify that this instrument was FILED in my office as Notary Public for the State of Texas, County of Harris, Texas, on the date and at the place hereinafter stated.
NOV 16 1994



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
See Public Records Book and Page: Page 20 of 20
P. 09-00000000000000000000

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.

A CERTIFIED COPY

FEB 0 1998

ATTEST:
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

[Signature] Deputy

Violation No. 2031

COMPROMISE AND SETTLEMENT AGREEMENT

I. On this, the 11 day of July, 2007. ("Effective Date"), the Harris-Galveston Subsidence District, hereinafter called the "District," offers to compromise and settle claims the District may have against SHADOWLAKE HOMEOWNERS ASSOCIATION, INC. ("Shadowlake") for alleged violations of Chapter 8801, Special Districts Local Laws Code, and rules promulgated by the District thereunder. It is the intent of the parties to this instrument that this Agreement extends to and covers the following specific instances in addition to any other violations occurring prior to the Effective Date:

During the period of September 1, 2005, through April 1, 2006, a bypass was constructed around the meter for Well No. 9083 (the "Well"), constituting a violation of District Rules 5.3 and 8.1.

II. It is acknowledged that this Agreement does not limit nor bind the District with respect to violations of the law or the District's Rules, Permits or Orders occurring at any site other than the one set forth in Paragraph I. This Agreement shall resolve all violations of District Rules, Permits or Orders by Shadowlake, or any other person, partnership or corporation, as relates to this well or permit which may have occurred prior to the Effective Date and any other claims, demands and causes of action which the District would otherwise have by reason of any acts, omissions, events or occurrences prior to the Effective Date.

III. In consideration for the District's agreement to settle in lieu of litigation for this violation and for any other violation occurring prior to the Effective Date related to the Well (the "Alleged Violations"), Shadowlake has paid to the District the sum of Twenty Thousand Dollars (\$20,000.00). The District hereby releases and relinquishes all claims, demands

Violation No. 3026

and causes of action, known or unknown, for the Alleged Violations, including all rights to seek or impose any fines, penalties, or damages.

IV. Additionally, Shadowlake agrees to do each of the following by not later than January 1, 2008.

- A. Replace and maintain the lake level control mechanism so that the lake's normal water level is lowered two feet for additional storage.
- B. Calibrate the existing meter.
- C. Extend the lockable chain link security fence, currently only around the wellhead, to enclose the meter.
- D. Convert the irrigation system, which currently pumps lake water, to potable water from the MUD or some other source other than lake water or groundwater from Shadowlake's well.

V. Additionally, Shadowlake agrees to do each of the following:

- A. Employ Lake Management Services, L.P. to provide lake maintenance and well monitoring for a minimum of two years.
- B. Renew the well permit for no more than 30 MG per year through the City of Houston's GRP and not exceed an annual withdrawal of 30 MG. Pumpage will be checked annually by District staff, and any violation of this provision may be treated by the District as a separate violation.
- C. Continue negotiations with MUD 359 to try to persuade them to agree to at least one of the additional sources of water.

VI. The Parties hereto further agree as follows:

Violation No. 3026

- A. The occurrence of any violation of a rule or statute related to the Alleged Violations is considered in dispute and the acceptance of this Agreement shall not constitute an admission by Shadowlake of any violation associated with the Alleged Violations.
- B. Shadowlake retains the right to controvert in any subsequent proceeding, other than a proceeding brought by the District to enforce this Agreement, the validity of the facts or determinations related to the Alleged Violations, including the statements set forth in the agreements related thereto.
- C. Should it be necessary for the District to initiate proceedings to enforce the terms of this Agreement, Shadowlake shall pay any reasonable and necessary attorneys' fees incurred by the District in bringing such action.

Approved as to form and substance:


HARRIS-GALVESTON SUBSIDENCE DISTRICT

7-11-07
(Date)


Ronald J. Neighbors, General Manager

SHADOWLAKE HOMEOWNERS ASSOC., INC.

9/19/07
(Date)

By: 
Printed Name: CHARLES J. COLLINS
Title: PRESIDENT

REFERENCE LETTER DATED
SEPTEMBER 14 2007 FROM
ROBERTS MARCEL PC ATTORNEY
GREGORY SMITH. AGREEMENT
THAT THE WATER LEVEL REFERENCED IN THE
COMPROMISE AND SETTLEMENT AGREEMENT DATED
7/11/07 WAS THE OUTSIDE LEVEL.

COMPROMISE AND SETTLEMENT AGREEMENT

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and causes of action, known or unknown, for the Alleged Violations, including all rights to seek or impose any fines, penalties, or damages.

IV. Additionally, Shadowlake agrees to do each of the following by not later than January 1, 2008.

- A. Replace and maintain the lake level control mechanism so that the lake's normal water level is lowered two feet for additional storage. *AS DEFINED PER 9/10/07 ROBURNS HARBOR LTR.*
- B. Calibrate the existing meter.
- C. Extend the lockable chain link security fence, currently only around the wellhead, to enclose the meter.
- D. Convert the irrigation system, which currently pumps lake water, to potable water from the MUD or some other source other than lake water or groundwater from Shadowlake's well.

V. Additionally, Shadowlake agrees to do each of the following:

- A. Employ Lake Management Services, L.P. to provide lake maintenance and well monitoring for a minimum of two years.
- B. Renew the well permit for no more than 30 MG per year through the City of Houston's GRP and not exceed an annual withdrawal of 30 MG. Pumpage will be checked annually by District staff, and any violation of this provision may be treated by the District as a separate violation.
- C. Continue negotiations with MUD 359 to try to persuade them to agree to at least one of the additional sources of water.

VI. The Parties hereto further agree as follows:

- A. The occurrence of any violation of a rule or statute related to the Alleged Violations is considered in dispute and the acceptance of this Agreement shall not constitute an admission by Shadowlake of any violation associated with the Alleged Violations.
- B. Shadowlake retains the right to controvert in any subsequent proceeding, other than a proceeding brought by the District to enforce this Agreement, the validity of the facts or determinations related to the Alleged Violations, including the statements set forth in the agreements related thereto.
- C. Should it be necessary for the District to initiate proceedings to enforce the terms of this Agreement, Shadowlake shall pay any reasonable and necessary attorneys' fees incurred by the District in bringing such action.

Approved as to form and substance:

HARRIS-GALVESTON SUBSIDENCE DISTRICT

7-11-07
(Date)


Ronald J. Neighbors, General Manager

SHADOWLAKE HOMEOWNERS ASSOC., INC.

(Date)

By: _____
Printed Name: _____
Title: _____

Subscribed and sworn to me this _____ day of July, 2007, by Ronald J. Neighbors as General Manager of Harris-Galveston Subsidence District, to certify as witnessed by my hand and seal of office.

Notary Public in and for the State of Texas

Subscribed and sworn to me this _____ day of July, 2007, by _____ as _____ of Shadowlake Homeowners Assoc., Inc. as authorized agent, to certify as witnessed by my hand and seal of office.

Notary Public in and for the State of Texas

ROBERTS ♦ MARKEL P.C.

Attorneys and Counselors at Law

2800 POST OAK BOULEVARD, 57TH FLOOR
HOUSTON, TEXAS 77056
TELEPHONE: (713) 840-1666
FACSIMILE: (713) 840-9404
TOLL FREE: (800) 713-4625
www.robertsmarkel.com

September 10, 2007

E-Mail: gsmith@robertsmarkel.com

Gregory W. Smith
Attorney at Law

Via Facsimile: (281)531-0265
Shadowlake Homeowners Association
c/o Mr. Charles Collins, President
Shadowlake Homeowners Association, Inc.

Re: *Shadowlake Homeowners Association*
Claim No. 080-FRB-T0603979-NR
Our File No. 1605-259

Dear Mr. Collins:

Following up on your request, please find an additional copy of the proposed settlement agreement. As I discussed with Sam Mashni, Mac McCune and Kevin Ebrom have agreed that the water level referenced in this proposal was the outfall level. Please provide me with a signed copy and the settlement funds so that I can forward them to Mr. Ebrom.

Regarding the TCEQ, We have not received any additional information from their office regarding your appeal. As we mentioned previously, you will need to contact alternative counsel in pursuing this appeal.

Please contact me with any additional questions or concerns.

Very truly yours,

ROBERTS MARKEL P.C.


GREGORY W. SMITH

GWS:ss

Enclosures

R:\1605219 Shadowlake\Correspondence\Utama letters\9-10-07.doc

Beaumont ♦ Dallas ♦ Houston ♦ San Antonio ♦ Sugar Land

Order: X8E3XCFWV
Address: 3507 Shadowside Ct

Order Date: 05-23-2019

Document not for resale
HomeWiseDocs

Subj: **HCTRA Dirt removal**
Date: 10/7/2011 1:17:17 P.M. Central Daylight Time
From: hoa.sam@gmail.com
To: houston3930@gmail.com
CC: RCOMMANAGE@aol.com, keys@gte.net, hoa.kirk@comcast.net

Attached is the agreement between the MUD and HCTRA stipulating their swap agreement (Its 2 agreements In one) so when reading it you need to be pay attention to what your reading.

In brief the MUD gave HCTRA authority the right to build a road over the bulkhead in return the HCFCD gave the MUD an easement that have wanted to access the Lake from Driscoll park. They both win and Shadowlake lost. Appendix D is crucial.

Most important is a clause that stipulates any matter that needs to be corrected by HCTRA need to be made to them before the expiration of 1 year from completion (not sure when that is) other wise to bad.

Mitch the HCTRA letter you are righting can bring this matter up or we can address in a separate letter. We as the HOA are a damaged party to a contract between the MUD and HCTRA.

Sam

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale

Friday, October 07, 2011 AOL: RCOMMANAGE

April 19, 2011

Commissioners Court
Administration Building
Houston, Texas 77002

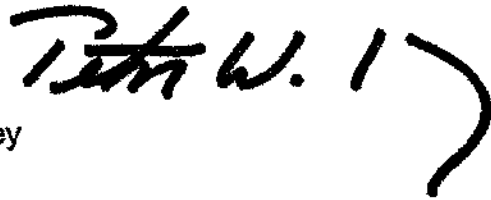
SUBJECT: Recommendation that Commissioners Court approve an Interlocal Agreement among the Harris County Toll Road Authority, the Harris County Flood Control District, and Harris County Municipal Utility District No. 359 (MUD 359) to grant MUD 359 a right of entry through Mike Driscoll Park and to allow the Harris County Toll Road Authority to complete work associated with the Westpark Tollway on property owned by MUD 359, in an amount not to exceed \$25,000.00 Precinct 3

Dear Court Members:

It is recommended that Commissioners Court approve an Interlocal Agreement among the Harris County Toll Road Authority, the Harris County Flood Control District, and Harris County Municipal Utility District No. 359 (MUD 359) to grant MUD 359 a right of entry through Mike Driscoll Park and to allow the Harris County Toll Road Authority to complete work associated with the Westpark Tollway on property owned by MUD 359, in an amount not to exceed \$25,000.00.

This agreement has been reviewed and approved by the Harris County Attorney's office.

Sincerely,



Peter W. Key
Director

PWK:th
Attachment

- cc: Arthur L. Storey, Jr., P.E.
- Lisa Castañeda, P.E.
- Quinton Alberto, P.E.
- Alfred J. Garcia, P.E.
- Darrell Toombs
- Mitzi Turner
- Clarissa Kay Bauer
- Desiree Barrett
- Agenda File

Vote of the Court:

| | Yes | No | Abstain |
|----------------|--------------------------|--------------------------|--------------------------|
| Judge Emmett | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lee | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Morman | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Redack | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Evercole | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

HARRIS COUNTY
MANAGEMENT SERVICES
11 APR 13 AM 8:21

Presented to Commissioner's Court

APR 19 2011

APPROVE *M/K*

TRA - copy letter memo + copy Asmt Order: X8E3XCF...
 7701 Wilshire Place Drive, Houston, TX 77040-5326
 phone 713-587-7800 | fax 281-875-6941
 A Division of the Harris County Public Infrastructure Department Recorded Vol 273 Page 13 of 14

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

Recitals

1. This is an agreement among Harris County Municipal Utility District No. 359, the Harris County Flood Control District, and Harris County, a body corporate and politic under the laws of the State of Texas, acting through the Harris County Toll Road Authority (HCTRA). Throughout this agreement, Harris County will be referred to as the "County," the Harris County Flood Control District will be referred to as "Flood Control," and Harris County Municipal Utility District No. 359 will be referred to as the "District."

2. The District owns a detention pond in Harris County which requires periodic maintenance. To perform this maintenance, the District seeks a right-of-entry through the County's Mike Driscoll Park across lands owned by the County and Flood Control. The District and the County entered into that certain letter agreement dated September 3, 2008, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Said letter agreement was extended by letter agreement dated August 5, 2009, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. These two letter agreements are collectively referred to as the "Access Agreement." To complete the work under the Access Agreement, the District hereby agrees to a revised scope of work which will permit the County to regrade the detention pond leaving a portion of said fill dirt and sedimentation in the pond and removing excessive fill dirt, as set forth in Article II below and the attached Exhibit D. Accordingly, the District is willing to grant the County a right-of-entry and extension of time to permit the County to regrade and/or remove, as applicable, said fill dirt and sedimentation.

Agreement**I.**

1. In consideration of the mutual agreements contained herein, the County, Flood Control, and the District agree as follows:

2. The County and Flood Control hereby grant to the District a non-exclusive, revocable right-of-entry for vehicular and pedestrian ingress and egress over, across, and upon the land described in Exhibit C which is attached hereto and incorporated herein by reference, hereinafter called the Premises.

3. This right-of-entry is granted only for the purpose of allowing the District and its officers, agents, contractors, sub-contractors, employees and consultants to access its detention pond for the purpose of maintaining said facility. The District agrees that it will:

1) Harden any roads it creates, the plans for which will be submitted to Flood Control for prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Harden is defined as stabilizing the surface of the road with rock, concrete or asphalt to prevent long-term rutting caused by equipment utilizing the right-of-entry;

2) Use the right-of-entry only during times when Mike Driscoll Park is open to the general public;

3) Repair any damage (including, without limitation, ruts) to Harris County or Flood Control property which is caused by the District's (including its officers, agents, contractors, sub-contractors, employees, and consultants) use of the Premises.

4) Obtain and maintain for the term of this right-of-entry a general liability insurance policy covering the Premises and naming Flood Control as an additional insured, solely or together with other real property owned or used by the District, and all activities incident thereto with policy limits of not less than \$100,000.00 for injuries or death to any one person and not less than \$300,000.00 for injuries or death to more than one person and not less than \$100,000.00 for an injury to or destruction of property in any one accident or occurrence, or in the amount of the Flood Control's maximum limitations of liability under the TEX. CIV. PRAC. & REM. CODE ANN. §101.023, as amended, whichever is greater. The District shall deliver a copy of such insurance policy and a certificate of insurance to Flood Control within fifteen (15) days of the date of the District's execution of

this right-of-entry showing compliance with this provision in a form that is satisfactory to the Flood Control director. Not later than thirty (30) days after the expiration date of the insurance policy, District shall deliver a copy of a renewal insurance policy or a certificate of insurance to the Flood Control director showing compliance with this provision.

4. The District agrees that it will not:

- 1) Stage equipment in the Mike Driscoll Park parking lot;
- 2) Allow its workers to take breaks, eat lunch, or loiter in Mike Driscoll Park.

5. This right-of-entry may be revoked upon seven (7) days written notice to the District.

6. This right-of-entry does not convey any interest or title in or to any part of the Premises herein described or minerals therein, nor does this right-of-entry relinquish any of the County's or Flood Control's rights of ownership or easement rights.

7. The County and Flood Control make no representation or warranty as to their right, title or interest in and to said Premises. The District accepts the area subject to this right-of-entry "AS IS, WHERE IS, AND WITH ALL FAULTS."

8. Authority for permanent construction upon County or Flood Control Premises other than to harden the road is not permitted.

9. The rights conferred upon the District by virtue of this right-of-entry shall not be assignable or transferable by the District.

10. Flood Control hereby reserves to itself, its director, its officials, employees, servants, agents, representatives, and contractors, the right to enter upon the Premises at any time for any purpose necessary or convenient in connection with drainage or flood control purposes, to flood the Premises, and to make such other use of the Premises as the director of Flood Control deems

necessary or desirable in connection with drainage and flood control, without notice to the District. Neither the District nor anyone else shall have a claim for damages of any character on account thereof against Flood Control or its director, officials, employees, servants, agents, representatives, and contractors. In the exercise of any right of Flood Control provided for herein, Flood Control shall not be required to restore or replace any improvements located on the Premises that may have been damaged, destroyed, or removed, nor shall Flood Control be obligated to compensate the District nor anyone else for any improvements which may have been damaged, destroyed, or removed by Flood Control in the performance of any work or activity the director deems necessary or desirable for drainage or flood control purposes. Notwithstanding anything contained herein that may be construed to the contrary, Flood Control is making no funds available and under no circumstances will Flood Control be obligated under this agreement to appropriate or expend any funds for or perform any services under this agreement. Flood Control is not obligated or liable under this agreement except as provided herein to any party.

II.

1. The County, without cost to the District, shall regrade and/or remove, as applicable, fill dirt and sedimentation placed on or about the Easement Tract (as hereinafter defined) and restore the bank of the District's detention pond in accordance with the sequence of work attached hereto as Exhibit D (the "Project"). In order to complete the Project, the District hereby grants the County a temporary right of access on, over and across the approximately 2.334 acre tract described on Exhibits A-1 and A-2 attached to the September 3, 2008, letter agreement, together with an additional strip of land fifty (50) feet in width adjacent to the northern boundary of said tract (collectively referred to herein as the "Easement Tract").

2. The County agrees that it shall complete the Project on or before 120 days from the Effective Date of this agreement, provided that the Project shall be completed no later than August 1, 2011. The temporary right of access granted to the County hereunder shall expire on the earlier of September 1, 2011 or thirty (30) days after the certification of completion of the Project by the County's designee, at which time the access rights granted to the County hereunder shall terminate and be of no further force and effect. The County agrees to address any

deficiencies in its work for 365 calendar days from the completion of the Project. After 365 days, the County will be under no obligation to perform additional work.

3. All plans and specifications for the construction activities to be performed by the County hereunder shall be provided to the District's engineer for review and approval for the purpose of determining whether any such construction activities on the District's property will unreasonably interfere with the District's use of said property for detention and drainage. The County agrees to provide the District with copies of the notice to proceed and the certificate of completion for the Project.

4. The County is a self-insured governmental entity. It is exempt from statutory automobile liability for county-owned vehicles. The County shall require its contractors to obtain general liability insurance in connection with construction activities hereunder. Said general liability insurance shall provide a minimum coverage of \$2,000,000 per occurrence and shall name the District as additional insured. Furthermore, the County shall cause its contractors to carry property damage insurance on all materials and equipment used in connection with the construction activities hereunder and name the District as additional insured. Simultaneously with the execution of this agreement, the County shall cause its contractors to provide the District with a certificate or certificates of insurance meeting the requirements stated herein. The County shall cause its contractors to give the District thirty (30) days prior written notice of any material change to, or cancellation of said policies. Each policy of insurance shall include an express waiver of any and all rights of subrogation thereunder whatsoever against the District, its directors, officers, consultants and employees.

5. The County, its agents and contractors, shall be permitted to utilize an approximately 60-foot by 203-foot area at the westerly end of the Easement Tract for temporary storage of construction materials and equipment. The County agrees to bear all risk of loss for said materials and equipment.

6. The County hereby agrees to reimburse the District in an amount not to exceed \$25,000 for all legal, engineering and other costs incurred by the District relative to the County's use of

the Easement Tract, the District's preparation of any documentation in connection therewith, and the review by the District's engineer of construction plans and related construction matters for the work to be performed by the County on the Easement Tract. Said payment shall be made upon certification of completion of the Project within forty-five (45) days of receipt of two (2) copies of an invoice from the District therefor. Said invoice shall show in reasonable detail the amounts due. The District shall maintain all books, documents, papers, accounting records and other documentation relating to said costs in accordance with its Records Management Program established pursuant to Title 6, Subchapter C, Texas Local Government Code.

III.

1. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

2. The agreement is to become effective as of the date it is fully executed by all parties (the "Effective Date").

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 359

By: Edward Pennington
Edward Pennington
President, Board of Directors

Date: 5/5/11

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY & HARRIS COUNTY
FLOOD CONTROL DISTRICT

By: Clarissa Kay Bauer
CLARISSA KAY BAUER
Assistant County Attorney

By: Ed Emmett
ED EMMETT
County Judge

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$25,000.00 to pay the obligation of Harris County under and within the foregoing contract.

Barbara J. Schott 7/5/11
Barbara J. Schott, County Auditor
Harris County, Texas

Exhibit A

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 359
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

September 3, 2008

Harris County
330 Meadow Fern
Houston, Texas 77067
Attention: Mr. Art Storey, Executive Director

Re: Harris County Municipal Utility District No. 359 ("District");
Erosion remediation on property of Harris County ("County")
adjacent to District detention pond

Ladies and Gentlemen:

This letter is to set forth the terms and conditions upon which the District agrees to provide the County and its agents and contractors with a temporary right of access upon certain lands of the District consisting of approximately 2.334 acres, as described by metes and bounds on Exhibit A-1 attached hereto and as further depicted on Exhibit A-2 attached hereto ("Easement Tract") for the purpose of performing remediation construction activities relative to erosion on the County's property along the Westpark Toll Road. The parties hereby acknowledge and agree that performance of said remediation measures is mutually beneficial to the properties of both the County and the District.

Accordingly, the District and the County hereby agree as follows:

1. The County, its agents and contractors, shall have a temporary right of ingress and egress over the Easement Tract to its construction site via the existing gate adjacent to Dairy Ashford Road and via the gate located at the eastern boundary of the Easement Tract.
2. The County, its agents and contractors, shall have a temporary right of access in, on, over, across and along the Easement Tract to perform minor earthwork, dewatering and movement of construction equipment in connection with the remediation of erosion on the County's property; provided all permanent installation of rip rap or other

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

materials shall be located solely on the County's property. The County agrees to use reasonable efforts to protect the integrity of the embankment and to prevent slope or embankment failure of the detention pond along the Easement Tract.

3. The County, its agents and contractors, shall be permitted to utilize an approximately 60-foot by 203-foot area at the westerly end of the Easement Tract for temporary storage of construction materials and equipment. The County agrees to bear all risk of loss for said materials and equipment.
4. All plans and specifications for the construction activities to be performed by the County hereunder shall be provided to the District's engineer for review and approval for the purpose of determining whether any such construction activities on the District's property will unreasonably interfere with the District's use of said property for detention and drainage. The County agrees to provide the District with copies of the notice to proceed and the certificate of completion for the project.
5. The County is a self-insured governmental entity. It is exempt from statutory automobile liability for county-owned vehicles. The County shall require its contractors to obtain general liability insurance in connection with construction activities hereunder. Said general liability insurance shall provide a minimum coverage of \$2,000,000 per occurrence and shall name the District as additional insured. Furthermore, the County shall cause its contractors to carry property damage insurance on all materials and equipment used in connection with the construction activities hereunder and name the District as additional insured. Simultaneously with the execution of this letter agreement, the County shall cause its contractors to provide the District with a certificate or certificates of insurance meeting the requirements stated herein. The County shall cause its contractors to give the District thirty (30) days prior written notice of any material change to, or cancellation of said policies. Each policy of insurance shall include an express waiver of any and all rights of subrogation thereunder whatsoever against the District, its directors, officers, consultants and employees.

6. The County agrees that it shall cause the work to be completed within one (1) year of the date hereof; provided the temporary right of access hereunder shall expire on the earlier of said one (1) year period or thirty (30) days after the certification of completion of the remediation work by the County's engineer, at which time the access rights granted to the County hereunder shall terminate and be of no further force and effect.

7. The County covenants and agrees that the Easement Tract shall be restored to the condition existing prior to (a) the occurrence of the erosion as a result of the construction of the Westpark Toll Road and (b) the construction activities pursuant to this letter agreement, as depicted on the as-built field survey for the detention pond dated July 1996, which survey is attached hereto as Exhibit B. The County further covenants and agrees that, if it is necessary for the County to lower the level of the water within the detention pond, the County shall, at its sole cost and expense, cause the water level to be restored to that which existed prior to the County's lowering of said water level. Said restoration and re-filling of the detention pond shall be completed upon the conclusion of construction, but in no event later than the date of expiration of the right of access pursuant to paragraph 6 hereof, at the County's sole cost and expense. The restoration work shall include the removal of any fill dirt, sedimentation and/or temporary structures or paving and the restoration of the slope of the bank of the detention pond.

8. The County hereby agrees to reimburse the District in an amount not to exceed \$25,000 for all legal, engineering and other costs incurred by the District relative to the County's use of the Easement Tract, the District's preparation of the letter agreement and the review by the District's engineer of construction plans and related construction matters for the work to be performed hereunder. Said payment shall be made upon certification of completion of the project within forty-five (45) days of receipt of an invoice from the District therefor.

Please indicate your agreement to the foregoing by your signature below on both duplicate originals of this letter agreement. Please retain one (1) original for the County's files and return one (1) original to the District at the above address.

Harris County
September 3, 2008
Page 4

Should you have any questions regarding this matter, please contact the District's attorney, Patricia Daniels of Schwartz, Page & Harding, L.L.P. at (713) 623-4531 or the District's engineer, Jack Miller of R.G. Miller Engineers, Inc. at (713) 461-9600.

Very truly yours,

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 359

By: Edward Pennington
Edward Pennington
President, Board of Directors

ACCEPTED AND AGREED TO THIS SEP 09 2008 day of _____, 2008.

APPROVED AS TO FORM:
MIKE STAFFORD
County Attorney

HARRIS COUNTY

By: Ed Emmett
Ed Emmett
County Judge

By: Nick Turner
Nick Turner
Assistant County Attorney

cc: Mr. Jack Miller
R.G. Miller Engineers, Inc.

Ms. Patricia M. Daniels
Schwartz, Page & Harding, L.L.P.

186587.3

County: Harris
Project: Shadowlake Sec. 9
M.S.G.: 081113
Job Number: 151ESMT

FIELD NOTES FOR A 2.334 ACRE TRACT

Being a tract of land containing 2.334 acres, located in the Eugene Pillot Survey, Abstract-631, Henry Woodruff Survey, Abstract-844, and the Reynolds Reynolds Survey, Abstract-662 in Harris County, Texas; said 2.334 acre tract being out of Reserve "C" of Shadowlake, Section 9, a subdivision recorded in Film Code (F.C.) Number 392032 of the Harris County Map Records (H.C.M.R.), said 2.334 acre tract being more particularly described by metes and bounds as follows (all bearings based upon the west line of said Reserve "C"):

Commencing at a 5/8-inch iron rod found at the northwest corner of aforesaid Reserve "C"; and the southwest corner of Reserve "D", Block 3, of Shadowlake Southwest Reserves, a subdivision recorded in F.C. Number 426140 of the H.C.M.R., and being on the east Right-Of-Way (R.O.W.) line of Dairy Ashford Road (width varies);

Thence, with the west line of aforesaid Reserve "C", and the aforesaid east R.O.W. line, the following two (2) courses:

1. South 02 degrees 41 minutes 27 seconds East, a distance of 55.11 feet to a 5/8-inch iron rod found;
2. North 87 degrees 28 minutes 44 seconds East, a distance of 20.00 feet to a 5/8-inch iron rod found for the northwest corner and Point of Beginning of the herein described tract;

Thence, through and across aforesaid Reserve "C", the following five (5) courses:

1. North 87 degrees 28 minutes 44 seconds East, a distance of 60.00 feet to an angle point;
2. South 02 degrees 31 minutes 16 seconds East, a distance of 167.76 feet to an angle point;
3. 163.92 feet along the arc of a non-tangent curve to the right, having a central angle of 00 degrees 48 minutes 50 seconds, a radius of 11,539.70 feet and a chord that bears North 82 degrees 31 minutes 52 seconds East, a distance of 163.92 feet to an angle point;
4. North 82 degrees 56 minutes 16 seconds East, a distance of 2655.92 feet to the beginning of a curve to the left;

Order: X8E3XCFWV
Exhibit A-1

Address: 3507 Shadowside Ct
Order Date: 05-23-2019
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5. 167.45 feet along the arc of said curve to the left, having a central angle of 01 degrees 41 minutes 54 seconds, a radius of 5649.03 feet and a chord that bears North 82 degrees 05 minutes 19 seconds East, a distance of 167.45 feet, to a point in the east line of said Reserve "C", and the west line of a called 23.0000 acre tract recorded in the name of Harris County Flood Control District in H.C.C.F. Number K897147;

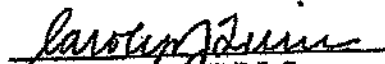
Thence, with the line common to aforesaid Reserve "C" and 23.0000 acre tract, South 02 degrees 36 minutes 00 seconds East, a distance of 30.17 feet to the northeast corner of a called 2.943 acre tract of land recorded in the name of Harris County in H.C.C.F. Number V361439 and the northwest corner of a called 1.056 acre tract dedicated as a Public Road Basement in H.C.C.F. Number V022477;

Thence, with the north line of said 2.943 acre tract, the following three (3) courses:

1. 165.10 feet along the arc of a curve to the right, having a central angle of 01 degrees 39 minutes 57 seconds, a radius of 5679.03 feet and a chord that bears South 82 degrees 06 minutes 13 seconds West, a distance of 165.10 feet to an angle point;
2. South 82 degrees 56 minutes 16 seconds West, a distance of 2655.92 feet to the beginning of a curve to the left;
3. 226.58 feet along the arc of said curve to the left, having a central angle of 01 degrees 07 minutes 41 seconds, a radius of 11,509.70 feet and a chord that bears South 82 degrees 22 minutes 26 seconds West, a distance of 226.58 feet to the northwest corner of aforesaid 2.943 acre tract, being in the west line of said Reserve "C", and being on the east R.O.W. line of said Dairy Ashford Road;

Thence, with the east R.O.W. line of said Dairy Ashford Road, and the west line of said Reserve "C", North 02 degrees 31 minutes 16 seconds West, a distance of 203.69 feet to the Point of Beginning and containing 2.334 acres.

An exhibit of the subject easement has been prepared by Miller Survey Group and accompanies this description.


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



MILLER SURVEY GROUP
PH: (713) 413-1900
JOB: 151-ESMT
March 5, 2008

A METES AND BOUNDS DESCRIPTION WAS PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

H.C.M.R.=HARRIS COUNTY MAP RECORDS
 H.C.C.F.=HARRIS COUNTY CLERK'S FILE
 P.O.C.=POINT OF COMMENCING
 P.O.B.=POINT OF BEGINNING
 No.=NUMBER
 R.O.W.=RIGHT-OF-WAY

⊙ INDICATES FOUND 5/8-INCH IRON ROD.

SCALE: 1" = 100'

RESERVE "F"
 ASHFORD POINT, SECTION 2
 VOL. 307, PG. 94
 H.C.M.R.

RESERVE "D", BLOCK 3
 SHADOWLAKE, SOUTHWEST
 RESERVES, F.C. No. 426740
 H.C.M.R.

BRANT ROCK DRIVE

RESERVE "E"
 ASHFORD POINT, SECTION 2
 VOL. 307, PG. 94
 H.C.M.R.

P.O.C.

P.O.B.

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 45.11 | S22°41'27"E |
| L2 | 25.00 | N87°28'44"W |
| L3 | 80.00 | N07°30'44"W |
| L4 | 187.78 | S02°21'16"E |
| L5 | 205.82 | N82°06'12"E |
| L6 | 30.17 | S02°08'00"E |
| L7 | 255.82 | S02°06'18"W |
| L8 | 261.69 | N68°31'18"W |

| CURVE | LENGTH | RADIUS | DELTA | CHB | CHB |
|-------|--------|----------|----------|-------------|--------|
| C1 | 183.97 | 11829.70 | 0°40'50" | N02°31'02"E | 183.97 |
| C2 | 157.48 | 8249.03 | 1°41'54" | N02°30'18"E | 157.48 |
| C3 | 186.10 | 8279.03 | 1°30'57" | S02°30'13"W | 186.10 |
| C4 | 226.58 | 11829.70 | 1°07'41" | S04°21'34"W | 226.58 |

RESERVE "C"
 SHADOWLAKE, SECTION NINE
 F.C. No. 392032
 H.C.M.R.

TEMPORARY STORAGE AREA

2.334 ACRE

CALLED 2.845 ACRES
 HARRIS COUNTY
 H.C.C.F. No. 1071436

METROPOLITAN TRANSIT AUTHORITY
 OF HARRIS COUNTY, TEXAS (100' R.O.W.)

EXHIBIT OF A 2.334 ACRE TRACT

LOCATED IN THE EUGENE PILLOT SURVEY, A-631, HENRY WOODRUFF SURVEY, A-844, AND REYNOLDS REYNOLDS SURVEY, A-862 HARRIS COUNTY, TEXAS

MILLER
 SURVEY GROUP

1760 WEST SAM HOUSTON PARKWAY NORTH *HOUSTON, TEXAS 77043
 PHONE 713-413-1900 *FAX 713-413-1944

Drawn By: GJO Checked By: JM M&B No: 08/113 Date: 03/05/08 Revised: 08/27/08 Dwg No.: 151-ESM7.dwg

Exhibit A-2

HomeWiseDocs

A METES AND BOUNDS DESCRIPTION WAS PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

H.C.M.R.=HARRIS COUNTY MAP RECORDS
 H.C.C.F.=HARRIS COUNTY CLERK'S FILE
 P.O.C.=POINT OF COMMENCING
 P.O.B.=POINT OF BEGINNING
 No.=NUMBER
 R.O.W.=RIGHT-OF-WAY

⊙ INDICATES FOUND 5/8-INCH IRON ROD.

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| 1 | 66.11 | S82°43'27"E |
| 2 | 20.00 | N87°28'44"E |
| 3 | 85.60 | N87°28'44"E |
| 4 | 187.71 | N82°31'18"E |
| 5 | 208.92 | S82°31'18"E |
| 6 | 311.7 | S89°34'00"E |
| 7 | 288.82 | S89°34'00"E |
| 8 | 203.19 | N82°31'18"E |

| CURVE | LENGTH | RADIUS | DELTA | CHS | CHD |
|-------|--------|----------|---------|-------------|--------|
| C1 | 182.92 | 11639.79 | 64°57" | N82°31'47"E | 183.99 |
| C2 | 187.49 | 12412.83 | 131°04" | S82°30'19"E | 187.48 |
| C3 | 195.10 | 1275.09 | 139°07" | S83°38'12"W | 186.10 |
| C4 | 228.88 | 11639.79 | 127°41" | S82°22'28"W | 228.88 |

SCALE 1" = 100'

EUGENE PILLOT SURVEY A-631
 HENRY WOODRUFF SURVEY A-631
 REYNOLDS SURVEY A-662

MATCHLINE SHEET 3

MATCHLINE SHEET 5

TEMPORARY STORAGE AREA

RESERVE "C"
 SHADOWLAKE, SECTION NINE
 F.C. No. 392032
 H.C.M.R.

2.334 ACRE

CALLED 2.943 ACRES
 HARRIS COUNTY
 H.C.C.F. No. 1081439

METROPOLITAN TRANSIT AUTHORITY
 OF HARRIS COUNTY, TEXAS (100' R.O.W.)

EXHIBIT OF A 2.334 ACRE TRACT

LOCATED IN THE EUGENE PILLOT SURVEY, A-631, HENRY WOODRUFF SURVEY, A-631, AND REYNOLDS SURVEY, A-662 HARRIS COUNTY, TEXAS

MILLER SURVEY GROUP

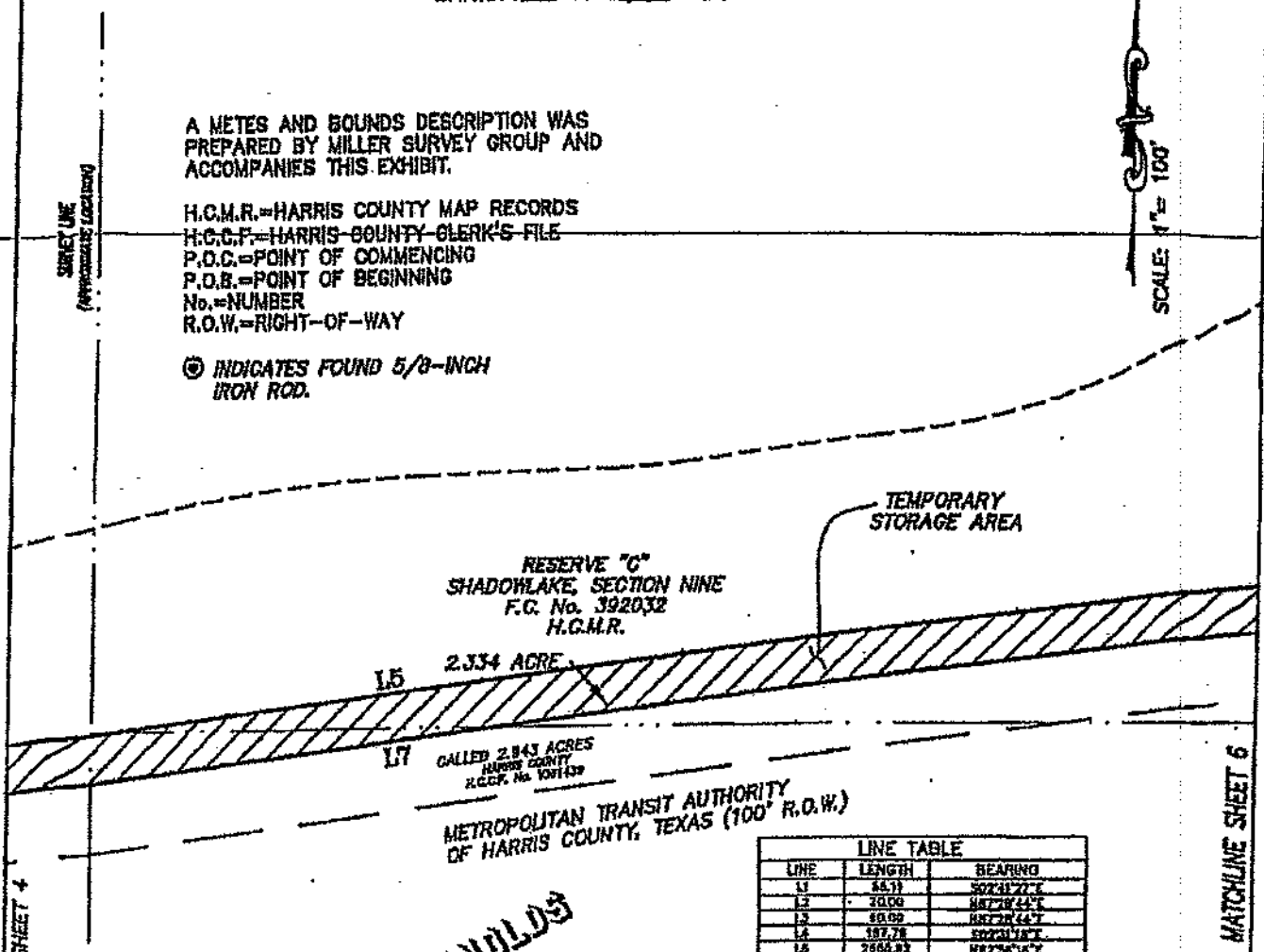
1760 WEST SAM HOUSTON PARKWAY NORTH *HOUSTON, TEXAS 77043
 PHONE 713-413-1900 *FAX 713-413-1944

Order: X8E3XCFWV

A METES AND BOUNDS DESCRIPTION WAS PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

H.C.M.R.=HARRIS COUNTY MAP RECORDS
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 No.=NUMBER
 R.O.W.=RIGHT-OF-WAY

⊙ INDICATES FOUND 5/8-INCH IRON ROD.



RESERVE "C"
 SHADOWLAKE, SECTION NINE
 F.C. No. 392032
 H.C.M.R.

L5 2.334 ACRE

L7 CALLED 2.843 ACRES
 HARRIS COUNTY
 R.C.E.P. No. 1001439

METROPOLITAN TRANSIT AUTHORITY
 OF HARRIS COUNTY, TEXAS (100' R.O.W.)

TEMPORARY STORAGE AREA

| LINE | LENGTH | BEARING |
|------|---------|-------------|
| L1 | 55.11 | S02°12'27"E |
| L2 | 70.00 | S87°28'44"E |
| L3 | 50.00 | S87°28'44"E |
| L4 | 187.78 | S02°21'52"E |
| L5 | 2885.83 | S87°28'44"E |
| L6 | 33.77 | S02°21'52"E |
| L7 | 2592.93 | S02°21'52"E |
| L8 | 253.89 | N07°31'18"W |

| CURVE | LENGTH | RADIUS | DELTA | CH1 | CH2 |
|-------|--------|----------|------------|-------------|--------|
| C1 | 163.82 | 11839.70 | 24°40'00" | N87°28'44"E | 163.82 |
| C2 | 167.48 | 8848.83 | 131°24'00" | N87°28'44"E | 167.48 |
| C3 | 166.10 | 8878.83 | 130°57'00" | S87°28'44"E | 166.10 |
| C4 | 226.88 | 11809.70 | 17°24'00" | S87°28'44"W | 226.88 |

REYNOLDS REYNOLDS
 SURVEY A-662

EXHIBIT OF A 2.334 ACRE TRACT

LOCATED IN THE EUGENE PILLOT
 SURVEY, A-631, HENRY WOODRUFF
 SURVEY, A-844, AND REYNOLDS
 REYNOLDS SURVEY, A-662
 HARRIS COUNTY, TEXAS

MILLER
SURVEY GROUP

1760 WEST SAM HOUSTON PARKWAY NORTH *HOUSTON, TEXAS 77043
 PHONE 713-413-1900 * FAX 713-413-1944

**HENRY WOODRUFF
SURVEY A-844**

SCALE: 1" = 100'

RESERVE "C"
SHADOWLAKE, SECTION NINE
F.C. No. 392032
H.C.M.R.

TEMPORARY
STORAGE AREA

2.334 ACRE

CONCRETE RETAINING WALL

CALLED 2.943 ACRES
HARRIS COUNTY
MAP NO. 108143B

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS (100' R.O.W.)

RAILWAY LINE
(APPROXIMATE LOCATION)

| LINE TABLE | | |
|------------|---------|-------------|
| LINE | LENGTH | BEARING |
| 11 | 56.11 | S0231°22'E |
| 12 | 20.08 | N87°26'44"E |
| 13 | 60.08 | N87°26'44"E |
| 14 | 187.76 | S02°31'18"E |
| 15 | 1888.91 | N82°36'30"E |
| 16 | 36.17 | S02°36'00"E |
| 17 | 2888.88 | S83°58'18"W |
| 18 | 201.68 | N82°31'18"W |

A METES AND BOUNDS DESCRIPTION WAS
PREPARED BY MILLER SURVEY GROUP AND
ACCOMPANIES THIS EXHIBIT.

H.C.M.R.=HARRIS COUNTY MAP RECORDS
H.C.C.F.=HARRIS COUNTY CLERK'S FILE
P.O.C.=POINT OF COMMENCING
P.O.B.=POINT OF BEGINNING
No.=NUMBER
R.O.W.=RIGHT-OF-WAY

⊙ INDICATES FOUND 5/8-INCH
IRON ROD.

| CURVE TABLE | | | | | |
|-------------|--------|----------|----------|-------------|--------|
| CURVE | LENGTH | RADIUS | DELTA | CHS | CSO |
| C1 | 183.63 | 11832.70 | 1°48'58" | N82°31'02"E | 183.63 |
| C2 | 187.18 | 2828.03 | 1°48'58" | N82°31'02"E | 187.18 |
| C3 | 186.10 | 8078.03 | 1°48'58" | S82°36'13"W | 186.10 |
| C4 | 228.88 | 11808.70 | 1°07'41" | S82°22'28"W | 228.88 |

EXHIBIT OF A 2.334 ACRE TRACT

LOCATED IN THE EUGENE PILLOT
SURVEY, A-631, HENRY WOODRUFF
SURVEY, A-844, AND REYNOLDS
REYNOLDS SURVEY, A-862
HARRIS COUNTY, TEXAS

MILLER

SURVEY GROUP

1760 WEST SAM HOUSTON PARKWAY NORTH *HOUSTON, TEXAS 77043

PHONE 713-413-1900 * FAX 713-413-1944

RESERVE "C"
SHADOWLAKE, SECTION NINE
F.C. No. 392032
H.C.M.R.

CALLED 23,000 ACRES
HARRIS COUNTY FLOOD
CONTROL DISTRICT
H.C.C.F. No. K892147

SCALE: 1" = 100'

TEMPORARY
STORAGE AREA

2.334 ACRE
C2

CALLED 1,038 ACRES
PULK ROAD EAST OF
H.C.C.F. No. K892147

CALLER 2,843 ACRES
HARRIS COUNTY
H.C.C.F. No. 1301139

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS (100' R.O.W.)

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 88.31 | S87°41'27"E |
| L2 | 80.00 | N87°28'41"E |
| L3 | 80.00 | N87°28'41"E |
| L4 | 167.78 | S87°31'36"E |
| L5 | 263.82 | N87°36'10"E |
| L6 | 80.17 | S87°36'10"E |
| L7 | 885.82 | S87°35'18"W |
| L8 | 263.82 | N87°31'16"W |

| CURVE | LENGTH | RADIUS | DELTA | CHB | CHD |
|-------|--------|----------|-----------|-------------|--------|
| C1 | 183.82 | 11630.70 | 67°46'00" | N82°31'52"E | 183.82 |
| C2 | 187.48 | 8640.01 | 131°54' | N82°08'19"E | 187.48 |
| C3 | 185.10 | 8678.01 | 130°07' | S82°08'13"W | 185.10 |
| C4 | 228.88 | 11608.70 | 137°31' | S87°22'28"W | 228.88 |

A METES AND BOUNDS DESCRIPTION WAS
PREPARED BY MILLER SURVEY GROUP AND
ACCOMPANIES THIS EXHIBIT.

H.C.M.R.=HARRIS COUNTY MAP RECORDS
H.C.C.F.=HARRIS COUNTY CLERK'S FILE
P.O.C.=POINT OF COMMENCING
P.O.B.=POINT OF BEGINNING
No.=NUMBER
R.O.W.=RIGHT-OF-WAY

⊙ INDICATES FOUND 5/8-INCH
IRON ROD.

EXHIBIT OF A 2.334 ACRE TRACT

LOCATED IN THE EUGENE PILLOT
SURVEY, A-831, HENRY WOODRUFF
SURVEY, A-844, AND REYNOLDS
REYNOLDS SURVEY, A-862
HARRIS COUNTY, TEXAS



1760 WEST SAM HOUSTON PARKWAY NORTH *HOUSTON, TEXAS 77043
PHONE 713-413-1900 * FAX 713-413-1944

MATCHLINE SHEET 6

OLD WESTHEIMER ROAD

131965

131990

132237

133087

133837

134542

134627

134647

134737

135237

135787

DODSON & ASSOCIATES, INC.

AS-BUILT FIELD SURVEY FOR CHANNEL AND AREA TO THE SOUTH

BRAYS BAYOU

Survey of the field, the "as-built" condition of the channel and area to the south of the channel, including the area of the Westheimer Road, Old Westheimer Road and Brays Bayou, Section 23, T12N, R10E, 18028 (1977 replatment)

1977 No. 088

Survey & Plat

S.A. & A.P. RAILROAD

ROAD

ALIEF CLODINE

ROAD

Order: Y853XCFM
Address: 3507 Shadowside Ct

Exhibit B 5-23-2019

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Exhibit B

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
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 HARRIS COUNTY TOLL ROAD AUTHORITY

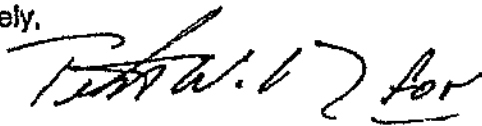
August 25, 2009

Commissioners Court
Administration Building
Houston, Texas 77002

SUBJECT: Recommendation for authorization for the County Judge to execute an extension of an Access Agreement with MUD 359 for remedial work to the Westpark Tollway.

Recommendation for authorization for the County Judge to execute an extension of an Access Agreement with MUD 359 for remedial work to the Westpark Tollway. On September 9, 2008, Commissioners Court approved an Access Agreement with MUD 359 to allow the Harris County Toll Road Authority (HCTRA) temporary access to property owned by the MUD to enable HCTRA to make repairs to the Westpark Tollway. The necessary work will take longer to complete than originally contemplated and MUD 359 has agreed to extend the Access Agreement through April 1, 2010.

Sincerely,



Gary Stobb, P.E.
Director

GS:hf
Attachment

cc: Art Storey
Peter Key
Lisa Castaneda
Quinton Alberto
Kelly Johnson
Desiree Barrett
Agenda File
Reading File

| Vote of the Court: | Yes | No | Abstain |
|--------------------|--------------------------|--------------------------|--------------------------|
| Judge Emmett | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lee | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Garcia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Radack | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Eversole | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Presented to Commissioner's Court

AUG 25 2009

APPROVE G/L

Recorded Vol 211 Page 851

HARRIS COUNTY
MANAGEMENT SERVICES

09 AUG 19 AM 10:20

CLERK OF COURT

COPY

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 359
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

August 5, 2009

09 SEP 24 AM 7:07
HCTRA

Harris County
330 Meadow Fern
Houston, Texas 77067
Attention: Mr. Art Storey, Executive Director

Re: Harris County Municipal Utility District No. 359 ("District");
Erosion remediation on property of Harris County ("County")
adjacent to District detention pond

Ladies and Gentlemen:

The District and the County previously entered into that certain letter agreement dated September 3, 2008 ("Access Agreement"), whereby the District provided the County with access over a 2.334 acre Easement Tract (as defined in the Agreement) for the purposes set forth therein. During the course of the performance of the County's remediation construction activities relative to the erosion on the County's property along the Westpark Toll Road, it has come to the County's attention that additional work will need to be performed in order to stabilize the retaining wall along the Westpark Toll Road and the south bank of the District's detention pond. Accordingly, the County has requested an extension of the expiration date under the Access Agreement and the parties are desirous of amending and supplementing the Access Agreement to extend the expiration date thereof.

In consideration of the premises and the mutual promises, obligations and benefits herein set forth and set forth in the Access Agreement, the District and the County hereby agree to amend paragraph 6 of the Access Agreement in its entirety to read as follows:

- 6. The County agrees that it shall cause the work to be completed on or before April 1, 2010; provided the temporary right of access hereunder shall expire on the earlier of April 1, 2010 or thirty (30) days after the certification of completion of the remediation work by the County's engineer, at which time the access rights granted to the County hereunder shall terminate and be of no further force and effect.

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
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Harris County
August 5, 2009
Page 2

All terms and provisions of the Access Agreement shall remain in full force and effect, except as amended hereby.

Please indicate your agreement to the foregoing by your signature below on both duplicate originals of this letter agreement. Please retain one (1) original for the County's files and return one (1) original to the District at the above address.

Should you have any questions regarding this matter, please contact the District's attorney, Patricia Daniels of Schwartz, Page & Harding, L.L.P. at (713) 623-4531 or the District's engineer, Jack Miller of R.G. Miller Engineers, Inc. at (713) 461-9600.

Very truly yours,

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 359

By: Edward Pennington
Edward Pennington
President, Board of Directors

ACCEPTED AND AGREED TO THIS day of AUG 25 2009, 2009.

APPROVED AS TO FORM:
MIKE STAFFORD
County Attorney

HARRIS COUNTY

By: Ed Emmett RT
Ed Emmett
County Judge

By: Nick Turner
Nick Turner
Assistant County Attorney

cc: Mr. Jack Miller
R.G. Miller Engineers, Inc.

Ms. Patricia M. Daniels
Schwartz, Page & Harding, L.L.P.

218214_1.DOC

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
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Exhibit C

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

Exhibit D

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

SEQUENCE OF WORK FOR THE REMOVAL OF FILL MATERIAL AND SLOPE RESTORATION

This Sequence of Work description is intended to provide a general description of the proposed work. The proposed phases of the work are as follows:

1) Pre-Construction Phase

- a.) Prior to the commencement of work a preconstruction conference shall be held onsite. Representatives of the MUD, HCTRA and the Contactor performing the work shall be in attendance.
- b.) Establish the elevation of the water level in the lake.
- c.) All ingress and egress is to be from the southeast corner of the MUD detention pond.

2.) Construction Phase

- a.) Excavate a "bench" (access road) along the south slope to provide access for the equipment to be used for the restoration project. The bench will not exceed the established construction easement width. Construction of the bench will be from the east to the west. The western limit will be determined at the pre-construction meeting.
- b.) Upon completion of the bench, Contractor will begin removing and/or redistributing the excess material within the lake along the south shore. The work will begin at the west end and proceed east until complete. Representatives from the MUD shall make necessary inspections to ensure the slope is acceptable, and approve the amount of embankment material which is redistributed within the lake. HCTRA will have a representative conducting daily inspections and will keep the MUD informed of the re-grading progress.
- c.) Excavate and haul off all excess fill material along the south slope. Redistribution of the fill material will be accomplished within the agreed upon work limits below the static water level of the lake as defined below in item d. Reshaping of the south slope shall be in general accordance with sheet number 29 of the construction plans entitled "Shadow Lake Wall Repair" as prepared by AECOM and signed and sealed by Wally R. Burns, P.E. on March 31, 2009 ("the Plans").
- d.) Specific variations to the Plans include:
 - i. Any material below elevation 63.0 may be left in place. This provision allows for a 6-foot water depth from the average water surface of 69.0
 - ii. A soil retention blanket shall be placed along the slope with the upper limit being the top of slope and the lower limit being elevation 68.0, which is 1-foot below the average water surface.

Order: X8E3XCFWV

1
Address: 2507 Shadowside Ct

Order Date: 05-23-2019

Document not for resale

HomeWiseDocs

Specifications for the soil retention blanket shall be submitted to the MUD for approval prior to placement.

- e.) Re-establish the concrete rip-rap at the southeast corner of the lake that was damaged during the installation of the sheet pile wall.
- f.) A completion survey shall be provided documenting that the final elevation of the material redistributed within the lake is at or below elevation 63.0
- g.) The sod and trees in the 10-foot HCTRA right-of-way will be replaced as necessary.
- h.) The staging area shall be restored to equal or better condition than when construction began.
- i.) Conduct an inspection of the construction limits with representatives from HCMUD 359, HCTRA, and the Contractor. Correct any deficient items.
- j.) Contractor will demobilize.

Order 2 X8E3XCFWV

Documents and Settings\Cbauer\My Documents\Contracts\Inter-local\MUD 359 Ex.doc 07 Shadowside Ct

Order Date: 05-23-2019

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THE STATE OF TEXAS §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on APR 19 2011, 2011, with the following members present, to-wit:

Ed Emmett
 El Franco Lee
 Jack Morman
 Steve Radack
 Jerry Eversole

County Judge
 Commissioner, Precinct No. 1
 Commissioner, Precinct No. 2
 Commissioner, Precinct No. 3
 Commissioner, Precinct No. 4

and the following members absent, to-wit: None
 constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT AMONG HARRIS COUNTY, HARRIS COUNTY FLOOD CONTROL DISTRICT, AND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 359 (WESTPARK TOLLWAY)

Commissioner Morman introduced an order and made a motion that the same be adopted. Commissioner Radack seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| | Yes | No | Abstain |
|----------------|--------------------------|--------------------------|--------------------------|
| Judge Emmett | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lee | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Morman | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Radack | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Eversole | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS

WHEREAS, the Harris County Municipal Utility District No. 359 owns a detention pond in Harris County which requires periodic maintenance;

WHEREAS, to perform this maintenance, Harris County Municipal Utility District No. 359 seeks a right-of-entry through the County's Mike Driscoll Park across land owned by the County and the Harris County Flood Control District;

Presented to Commissioner's Court

APR 19 2011

Order: X8E3XCFWV

Address: 3507 Shadowside C

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APPROVE m/r

Recorded Vol _____ Page _____

WHEREAS, Harris County and Harris County Municipal Utility District No. 359 previously entered into agreements dated September 3, 2008 and August 5, 2009 to allow Harris County to access Harris County Municipal Utility District No. 359 land to perform work in connection with the Westpark Tollway;

WHEREAS, Harris County seeks a right-of-entry over land owned by the Harris County Municipal Utility District No. 359 and an extension of time to permit the County to finalize its previous commitments to Harris County Municipal Utility District No. 359 to regrade and/or remove fill dirt and sedimentation in the detention pond placed there in connection with the work performed in connection with the Westpark Tollway; and

WHEREAS, all parties are agreeable to provide rights-of-entry across land needed by the other parties to perform work on the detention pond;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Agreement between Harris County, Harris County Flood Control District, and Harris County Municipal Utility District No. 359 is approved. The County Judge is authorized to execute the Agreement on behalf of Harris County and the Harris County Flood Control District in the amount of **\$25,000.00**. The Agreement is attached hereto and made a part hereof for all purposes

NOW, THEREFORE, the undersigned Owners do hereby annex the Annexed Property into the Shadowlake Homeowners Association, Inc. and declare that the Annexed Property shall be a portion of the "Property" as such term is defined in the Declaration and shall be subject to the Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth therein.

It is expressly understood and agreed that a SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADOWLAKE SECTIONS FOUR AND FIVE has been or is concurrently herewith being filed, which Supplementary Declaration supplements the Declaration as to the lots within the Annexed Property. It is understood and agreed that the Association shall allow owners of the lots within the Annexed Property to use all facilities and amenities of the Association in the same manner as the owners of lots in all other properties within the jurisdiction of the Association.

EXECUTED to be effective as of the date set forth above.

DECLARANT: JIM SOWELL CONSTRUCTION CO., INC.

[Signature]

By: Stephen L. Brown, President

167
/02

BEAZER: BEAZER HOMES TEXAS, INC.

By:
Name:
Title:

[Signature]
KURT S. WATREK
PRESIDENT

102

MASTERMARK: MASTERMARK HOMEBUILDERS, LTD., a Texas limited partnership

By: Mastermark Homebuilders, Inc., a Texas corporation, its general partner

By:
Name:
Title:

[Signature]
Bob Hutchins
President of G.P.

20

PERRY: PERRY HOMES, a Texas joint venture

By: Perry-Houston Interests, Inc., a Texas corporation, the managing venturer

By:
Name:
Title:

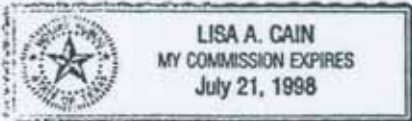
[Signature]
JERRY ZAMZOW
Senior Vice-President

20

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of December, 1995, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.

Lisa A. Cain
Notary Public, State of Texas

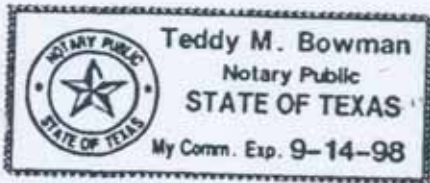


Name printed or typed _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the 20th day of December, 1995, by KURT S. WATZL President of Beazer Homes Texas, Inc., a Texas corporation, on behalf of said corporation.

Teddy M. Bowman
Notary Public, State of Texas



Name printed or typed _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 29 day of December, 1995, by Bob Hutchins of Mastermark Homebuilders, Inc., a Texas corporation, on behalf of said corporation in its capacity as General Partner of Mastermark Homebuilders, Ltd.

Kathy M. Barbo
Notary Public, State of Texas

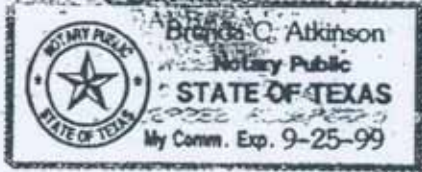


Kathy M. Barbo
Name printed or typed _____
My Commission Expires: 11-22-97

STATE OF TEXAS
COUNTY OF Harris

506-76-3388

This instrument was acknowledged before me on the 29 day of December, 1995, by Jerry Zamora
Dr. Vincent Perry-Houston Perry-Houston Interests, Inc., a Texas corporation, on behalf of said corporation in its capacity
as Managing Venturer of Perry Homes.



Brenda C. Atkinson
Notary Public, State of Texas
Name printed or typed _____
My Commission Expires: _____

APPROVAL BY LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST

By: Keith Johnson
Name: KEITH A. JOHNSON
Title: ADMINISTRATOR

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

FILED
96 JAN 10 AM 9:48
Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

JAN 10 1996



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

DECLARATION OF ANNEXATION - PAGE 4 OF 4
Shadowlake Sections Four and Five
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Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
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504-63-2

R493372 FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
SHADOWLAKE SINGLE FAMILY RESIDENTIAL

07/24/95 200015963 R 493372 \$17.00

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment") is made this 12th day of June, 1995, by JIM SOWELL CONSTRUCTION CO., INC., a Texas corporation (hereinafter sometimes referred to as "Declarant"), BRAMALEA HOMES TEXAS, INC., a Texas corporation ("Bramalea"), MASTERMARK HOMEBUILDERS, LTD., a Texas limited partnership ("Mastermark"), and PERRY HOMES, a Texas joint venture ("Perry").

WITNESSETH:

WHEREAS, on or about November 14, 1994, Declarant executed that certain Declaration of Covenants, Conditions, & Restrictions For Shadowlake Single Family Residential (the "Declaration") and, on November 16, 1994, caused the Declaration to be recorded at Clerk's File No. R152243, in the Official Public Records of Real Property of Harris County, Texas, said Declaration being applicable to the SHADOWLAKE SECTION 2, and SHADOWLAKE SECTION 3, each a subdivision of land in the City of Houston, Harris County, Texas, according to the plats thereof recorded under Film Code Numbers 208938 and 208939, respectively, in the Map Records of Harris County, Texas (all of such land so owned and the improvements now or hereafter situated thereon being referred to as the "Property"); and

WHEREAS, pursuant to the Declaration, Declarant has caused to be incorporated the Shadowlake Homeowners Association, Inc., a Texas non-profit corporation (the "Association"); and

WHEREAS, Article IX, Section 2 of the Declaration provides that the Declaration may be amended at any time by a majority of the total eligible votes of each class of membership of the Association, voting in person or by proxy at a meeting duly called for such purpose; and

WHEREAS, in lieu of a meeting, all Members have executed a written consent of even date herewith, evidencing their consent to this First Amendment;

WHEREAS, Declarant, Bramalea, Mastermark, and Perry (hereinafter collectively referred to as the "Owners") are the owners of the Property, and comprise a majority of the total eligible votes of each class of membership of the Association; and

FIRST AMENDMENT TO DECLARATION
Shadowlake Sections Two and Three- Page 1 of 5
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Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
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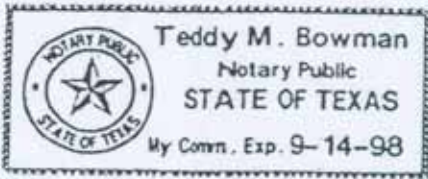
Return to: *Lisa Cain*
JIM SOWELL COMPANY
3131 McKinney Ave., #200
Dallas, Texas 75204-2471

17
A

STATE OF TEXAS §
 §
COUNTY OF _____ §

504-63-2998

This instrument was acknowledged before me on the 6th day of June, 1995, by Kurt Switzer Pres of Bramalea Homes Texas, Inc., a Texas corporation, on behalf of said corporation.



Teddy M. Bowman
Notary Public, State of Texas

Name printed or typed _____
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the 9th day of June, 1995, by Bob Hutchins President of Mastermark Homebuilders, Inc., a Texas corporation, on behalf of said corporation in its capacity as General Partner of Mastermark Homebuilders, Ltd.

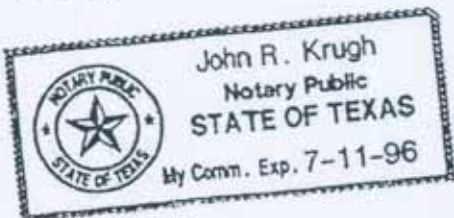


Laura Pauza
Notary Public, State of Texas

Name printed or typed Laura Pauza
My Commission Expires: 08-16-95

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of JUNE, 1995, by John D Hutchins, Pres. of Perry-Houston Interests, Inc., a Texas corporation, on behalf of said corporation in its capacity as Managing Venturer of Perry Homes.



John R. Krugh
Notary Public, State of Texas

Name printed or typed _____
My Commission Expires: _____

24187

CERTIFICATE OF CORRECTION

506-60-2753

TO 12/28/95 200105211 R 724187 \$11.00

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
SHADOWLAKE SINGLE FAMILY RESIDENTIAL

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF HARRIS

§

§

THIS CERTIFICATE OF CORRECTION is made this 18th day of December, 1995, by JIM SOWELL CONSTRUCTION CO., INC., a Texas corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on or about November 14, 1994, Declarant executed and caused to be filed of record that certain Declaration of Covenants, Conditions, & Restrictions For Shadowlake Single Family Residential, under Clerk's File No. R152243, in the Official Public Records of Real Property of Harris County, Texas, (the "Declaration"), said Declaration being applicable to SHADOWLAKE SECTION TWO, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code Number 369078, Map Records of Harris County, Texas, and SHADOWLAKE SECTION THREE, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code Number 369081, Map Records of Harris County, Texas, (all of such land so owned and the improvements now or hereafter situated thereon being referred to as the "Property"); and

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, the opening recitation of the Declaration and Section 2 of the Declaration, "Property Subject to Declaration" referred to the plats of the Property as being recorded at Film Code Numbers 208938, and 208939, which numbers are in fact the Clerk's receipt numbers for said plats, instead of the film code numbers, as recited;

NOW, THEREFORE, the undersigned Declarant does hereby certify that the correct reference to the film code numbers of the plats of the property is properly set forth as follows:

Shadowlake Section Two, recorded under Film Code Number 360122, and as amended by Amending Plat recorded under Film Code Number 369078, Map Records of Harris County, Texas; and

Shadowlake Section Three, recorded under Film Code Number 360123, as revised by Replat recorded under Film Code Number 362086, and amended by Amending Plat recorded under Film Code Number 369081, Map Records of Harris County, Texas.

Correc

w

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506-60-2754

EXECUTED on the date set forth above, to be effective as of November 14, 1994.

DECLARANT:

JIM SOWELL CONSTRUCTION CO., INC.

ln

By:

[Signature]

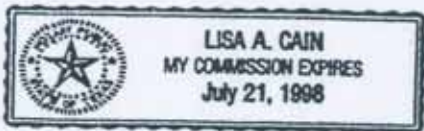
Stephen L. Brown
President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the *20th* day of December, 1995, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

Name printed or typed _____
My Commission Expires: _____



EC 58 1936

RETURN TO:
Lisa Cain
Jim Sowell Construction Co., Inc.
3131 McKinney, Suite 200
Dallas, Texas 75204-2471

CERTIFICATE OF CORRECTION TO DECLARATION OF COVENANTS CONDITIONS & RESTRICTIONS
SHADOWLAKE SINGLE FAMILY RESIDENTIAL
F:\SUPERIOR\CERTCOR.DCR - PAGE 2 OF 2

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~~EXHIBIT~~
Page 30 of 31

506-60-2755

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, REUSE, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE 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

DEC 28 1995



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS



RECEIVED
JAN 05 1996
JIM SOWELL COMPANY

FILED
DEC 28 AM 10:41
COUNTY CLERK
HARRIS COUNTY, TEXAS
Beverly B. Hoffman

EXHIBIT
Page 3 of 7

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
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R732221

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

506-68-1125

SHADOWLAKE SECTIONS FOUR AND FIVE

01/03/96 100143591 R 732221

\$17.00

This Supplemental Declaration of Covenants, Conditions and Restrictions for SHADOWLAKE SECTIONS FOUR AND FIVE is made as of the date hereinafter stated by Jim Sowell Construction Co., Inc., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated as of November 14, 1994, which is filed under Clerk's File No. R152243 and recorded in the Official Public Records of Real Property of Harris County, Texas (the "Declaration"), and which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, Declarant caused a Texas non-profit corporation to be formed named the Shadowlake Homeowners Association, Inc. (hereinafter referred to as the "Association"), the purpose of which is to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land affected by the Declaration and any additions thereto which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, in accordance with the provisions of Article I, Section 3 of the Declaration, by that certain Declaration of Annexation of even date herewith, Declarant annexed the approximately 26.9499-acre tract of land which has been subdivided as Shadowlake Sections Four and Five by the plats recorded under Film Code No. 369084 (as to Section Four) and Film Code No. 360125 (as to Section Five) of the Map Records of Harris County, Texas ("Sections Four and Five") to the jurisdiction of the Association; and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant wishes to subject Sections Four and Five to certain provisions of the Declaration and to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Declarant hereby declares that Sections Four and Five shall be held, transferred, sold, conveyed, used and occupied subject to the provisions of the Declaration, which is incorporated herein by reference as if fully set out herein, except as to such provisions which may be inconsistent

with the provisions of this Supplemental Declaration, and subject to the following covenants, conditions and restrictions which shall run with the land and be binding on all parties having any right, title or interest in Sections Four and Five or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, to wit:

ARTICLE I

GENERAL PROVISIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined or modified herein shall have the meanings ascribed to them in the Declaration.

Section 1. Definitions.

a. "Common Areas" shall include Restricted Reserves A and B of Shadowlake Section Four, Restricted Reserves A and B of Shadowlake Section Five, and the easement created for the benefit of the Association along Shadowbriar Drive and Westpark Drive by Section 1 of Article III hereof.

b. "Property," as used in this Supplemental Declaration, shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Supplemental Declaration or any other Supplemental Declaration under the provisions of the Declaration.

Section 2. Property Subject to Supplemental Declaration. The real property covered by this Supplemental Declaration is all of the real property in Shadowlake Section Four, and Shadowlake Section Five subdivisions in Harris County, Texas, according to the plats thereof recorded under Film Code Numbers 369084 (as to Section Four) and 360125 (as to Section Five), of the Map Records of Harris County, Texas.

ARTICLE II

COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the lots in Sections Four and Five.

a. The total floor area of any single-story dwelling constructed on any Section Four Lot, exclusive of open porches and garages, shall not be less than 1,800 square feet.

b. The total floor area of any two-story dwelling constructed on any Section Four Lot, exclusive of open porches and garages, shall not be less than 2,000 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

c. The total floor area of any single-story dwelling constructed on any Section Five Lot, exclusive of open porches and garages, shall not be less than 1,400 square feet.

d. The total floor area of any two-story dwelling constructed on any Section Five Lot, exclusive of open porches and garages, shall not be less than 1,600 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

e. The fences constructed on the rear lot lines of Lots 1 through 10 (inclusive), Block 1, of Shadowlake Section Four shall be constructed of wood and shall be eight (8) feet in height. If the fence constructed on the rear lot line of such Lots is one-sided rather than two-sided, the front of the fence or side from which the support posts are not visible shall face such Lots.

f. Except in the case of a detached garage located behind the rear of the residence, no garage shall be constructed or erected upon any Section Four Lot with the entrance to such garage facing the road or street that such Lot faces as shown on the recorded plat of such Section Four Lot (i.e., no front-entry garages). A variance from this restriction may be granted by the Architectural Control Committee.

Section 2. Landscaping. Landscaping shall provide for a minimum of two (2) live oak trees in the front yard of at least 4" caliper of a Section Four Lot; or provide for a minimum of one (1) live oak tree of at least 4" caliper and one (1) ornamental tree of a minimum of 30 gallons in size in the front yard of a Section Five Lot; and provide for the planting of bushes of a minimum size of 5 gallons along the entire front of the residence on all of the Lots.

Section 3. Front Setback for Section Five Lots. Notwithstanding the front 10 foot building line indicated on the plat of Shadowlake Section Five, no residence shall be constructed on any Section Five Lot nearer than twenty (20) feet from the right-of-way of the street serving such Lot.

Section 4. Underground Electric Service. An underground electric distribution system will be installed in the Shadowlake Section Four and Shadowlake Section Five subdivisions, designated herein as Underground Residential Subdivision, which under ground service area embraces all the Lots which are platted in the subdivisions at the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot containing a single dwelling unit 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 at the 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. Declarant has, either by designation on the plats of the subdivisions or by separate instrument(s), granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to each Owner of a Lot reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any

such mobile home unless the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) (each a "Reserve") shown on the plats of Shadowlake Section Four and Shadowlake Section Five, as such plats exist at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

Section 1. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across Lots 10 through 27 (inclusive), Block 1, and Lot 10, Block 3, Shadowlake Section Four; and Lots 1 through 8 (inclusive), Block 1, and Lots 1 through 5 (inclusive), Block 2, of Shadowlake Section Five, for the purposes of constructing, maintaining, repairing, replacing and reconstructing landscaping and brick wall or fence within the portion of each such Lot that is within sixteen (16) feet of the right-of-way for Shadowbriar Drive and Westpark Drive, together with the right to enter upon any such Lot as may be reasonably necessary to construct, maintain, repair, replace or reconstruct such landscaping and wall or fence.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Supplemental Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Supplemental Declaration is recorded, and continuing through and including December 31, 2025, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the owners of the land area within Sections Four and Five.

Section 2. Amendment. This Supplemental Declaration may be amended or terminated at any time by the Owners of a majority of the land area within Sections Four and Five, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with the signatures of the requisite number of the Owners of the property (and the signature of Declarant if prior to January 1, 2005).

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions

which are invalidated.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 5. Titles. The title of the Articles and Sections contained in this Supplemental Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

Section 6. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control as to Sections Four and Five.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 20th day of December, 1995.

DECLARANT:

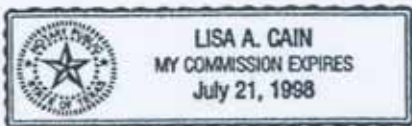
JIM SOWELL CONSTRUCTION CO., INC.

By: [Signature]
Stephen L. Brown
President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of December, 1995, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas



Name printed or typed _____
My Commission Expires: _____

APPROVAL OF LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST:

By: [Signature]
Name: KEITH A. JOHNSON
Title: ADMINISTRATOR

RETURN TO:
Kathy F. Powell
Jim Sowell Company
3131 McKinney Ave., #200
Dallas, Texas 75204-2471

R997300

AFTER RECORDING, RETURN TO: KATHY F. POWELL
JIM SOWELL COMPANY
3131 MCKINNEY AVE
SUITE 200
DALLAS, TX 75204

RECEIVED

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

508-98-3871

JUL 08 1996

SHADOWLAKE SECTION SIX

07/01/96 100280174 R 997300

\$23.00

JIM SOWELL COMPANY

This Supplemental Declaration of Covenants, Conditions and Restrictions for SHADOWLAKE SECTION SIX is made as of the date hereinafter stated by Jim Sowell Construction Co., Inc., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated as of November 14, 1994, which is filed under Clerk's File No. R152243 and recorded under File Sequence Number 501-80-0728 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration") and which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded under File Sequence Number 504-63-2995 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, the Declaration has been corrected by Certificate of Correction dated December 18, 1995, which instrument is filed under Clerk's File No. R724187 and recorded under File Sequence Number 506-60-2753 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Certificate of Correction); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Four and Five) dated December 20, 1995, which instrument is filed under Clerk's File No. R741677 and recorded under File Sequence Number 506-76-3385 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, Declarant caused a Texas non-profit corporation to be formed named the Shadowlake Homeowners Association, Inc. (hereinafter referred to as the "Association"), the purpose of which is to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land affected by the Declaration and any additions thereto which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, in accordance with the provisions of Article I, Section 3 of the Declaration, by that certain Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Section Six) of even date herewith,

Declarant annexed the approximately 26.7494-acre tract of land which has been designated as SHADOWLAKE SECTION SIX, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 376005 of the Map Records of Harris County, Texas ("Section Six") to the jurisdiction of the Association; and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant wishes to subject Section Six to certain provisions of the Declaration and to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Declarant hereby declares that Section Six shall be held, transferred, sold, conveyed, used and occupied subject to the provisions of the Declaration, which is incorporated herein by reference as if fully set out herein, except as to such provisions which may be inconsistent with the provisions of this Supplemental Declaration, and subject to the following covenants, conditions and restrictions which shall run with the land and be binding on all parties having any right, title or interest in Section Six or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, to wit:

ARTICLE I

GENERAL PROVISIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined or modified herein shall have the meanings ascribed to them in the Declaration.

Section 1. Definitions.

a. "Common Areas" shall include Restricted Reserves A, B, C, D, E, F, G and H of Section Six, the easement created for the benefit of the Association along Westpark Drive and Shadowbriar Drive by Section 1 of Article III hereof and the entry gate and gatehouse (if any), streets and sidewalks within Section Six; provided that, the inclusion of these Section Six properties as "Common Areas" shall not be deemed to create or recognize any right or easement in favor of any Member of the Association who is not an Owner of a Section Six Lot to gain entry into Section Six or enter upon or enjoy any of the Common Areas located within Section Six.

b. "Property," as used in this Supplemental Declaration, shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Supplemental Declaration or any other Supplemental Declaration under the provisions of the Declaration.

Section 2. Property Subject to Supplemental Declaration. The real property covered by this Supplemental Declaration is all of the real property in Shadowlake Section Six, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code Number 376005 of the Map Records of Harris County, Texas.

ARTICLE II

COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the lots in Section Six.

a. The total floor area of any single-story dwelling constructed on any Section Six Lot, exclusive of open porches and garages, shall not be less than 1,400 square feet.

b. The total floor area of any two-story dwelling constructed on any Section Six Lot, exclusive of open porches and garages, shall not be less than 1,600 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

c. The fences constructed on the rear lot lines of Lots 17 through 63 (inclusive), Block 1, of Shadowlake Section Six shall be constructed of wood and shall be eight (8) feet in height. If the fence constructed on the rear lot line of such Lots is one-sided rather than two-sided, the front of the fence (*i.e.*, the side from which the support posts are not visible) shall face such Lots.

Section 2. Landscaping. Landscaping shall provide for (a) a minimum of two (2) live oak trees each of at least 4" caliper in the front yard, (b) the planting of bushes of a minimum size of 5 gallons along the entire front of the residence and (c) a free-standing gas lighting fixture, and support pole, to be located on the front yard of each Lot.

Section 3. Front Setback. Notwithstanding the front 10-foot building line indicated on the recorded plat of Section Six, no residence shall be constructed on any Section Six Lot nearer than twenty (20) feet from the right-of-way of the street serving such Lot, and no residence with a front-entry garage shall be constructed on any Section Six Lot nearer than twenty-five (25) feet from the right-of-way of the street serving such Lot.

Section 4. Underground Electric Service. An underground electric distribution system will be installed in the Section Six subdivision, designated herein as Underground Residential Subdivision, which under ground service area embraces all the Lots which are platted in the subdivision at the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 at the 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. Declarant has, either by designation on the plat of the subdivision or by separate instrument(s), granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to each Owner of a Lot reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being

developed for residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) (each a "Reserve") shown on the plat of Section Six, as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

Section 1. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across Lots 63 through 70 (inclusive), 85 through 90 (inclusive), 1 through 7 (inclusive), 16 and 17, Block 1 of Shadowlake Section Six, for the purposes of constructing, maintaining, repairing, replacing and reconstructing landscaping and brick wall or fence within the portion of each such Lot that is within twenty-five (25) feet of the right-of-way for Westpark Drive and Shadowbriar Drive, together with the right to enter upon any such Lot as may be reasonably necessary to construct, maintain, repair, replace or reconstruct such landscaping and wall or fence.

ARTICLE IV

SECTION SIX REGULAR ANNUAL ASSESSMENT

Section 1. Section Six Regular Annual Assessments Generally. In addition to the amount of the Regular Annual Assessment levied against each Section Six Lot pursuant to the Declaration, an additional Regular Annual Assessment (the "Section Six Regular Annual Assessment") may be levied against each Section Six Lot by the Board of Directors. The levy of a Section Six Regular Annual Assessment shall be permitted as an exception to, and shall not be limited by, the provisions of Sections 3.b. or 3.c. of Article III of the Declaration. Except as specifically provided in this Article IV of this Supplemental Declaration, the Section Six Regular Annual Assessment shall be treated as a Regular Annual Assessment under the Declaration and shall be subject to all the terms and provisions of the Declaration that apply to a Regular Annual Assessment.

Section 2. Purpose of Section Six Regular Annual Assessment. In addition to those purposes, uses and benefits of Regular Annual Assessments that are permitted under the Declaration, the use of Section Six Regular Annual Assessments may include without limitation, the financing of the operation, maintenance, repair, and improvement of the entry gate and gatehouse (if any), streets, sidewalks and other Common Properties within Section Six, including funding of appropriate reserves for future repair, replacement and improvement of same.

Section 3. Basis for Section Six Regular Annual Assessment. Subject to the provisions of subsection (d) of Section 3 of Article III of the Declaration, Section Six Regular Annual Assessments shall be levied equally against each Section Six Lot by the Board of Directors of the Association on an annual basis. After consideration of current costs and future needs of the Association in general and the Section Six Property in particular, the Board shall fix the Section Six Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

Section 4. Maximum Section Six Regular Annual Assessment. Until January 1, 1997, the maximum Section Six Regular Annual Assessment shall be \$110.00 for each Section Six Lot. From and after January 1, 1997, the maximum Section Six Regular Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Section Six Regular Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association (in this case, based solely upon those Members who are Owners of a Section Six Lot) by voting in person or by proxy at a meeting called for such purpose. Although only Members who are Owners of a Section Six Lot shall be accounted for in calculating whether such an increase is approved by a majority of the total eligible votes, such a vote may be taken at a meeting of the Association or a separate meeting of only those Members who are Owners of a Section Six Lot. In all other respects, any such meeting and any such vote shall be subject to all of the terms and provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association that are applicable to meetings and votes of Members (and in the case of a separate meeting of only those Members who are Owners of a Section Six Lot, such terms and provisions shall apply as if the Members included only those Members who are Owners of a Section Six Lot).

ARTICLE V

COMMON PROPERTIES

Section 1. Extent of Easements. In addition to those items and matters to which the rights and easements of enjoyment created under the Declaration are subject, the rights and easements of enjoyment in and to the entry gate and gatehouse (if any), streets and sidewalks within Section Six shall be subject to the right of the Association to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing the use of the entry gate and gatehouse (if any), streets and sidewalks. Without limiting the generality of the foregoing sentence, the rules, regulations, mechanisms and procedures governing the use of the entry gate and gatehouse (if any), streets and sidewalks within Section Six may include without limitation, the following:

- a. Identification and entry programs for Members who are Owners of a Section Six Lot, their respective immediate families, their guests and vehicles owned or driven by any of them or others;
- b. Speed limits, designated parking areas, restricted parking areas and no-parking areas;
- c. Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- d. A system of "fines" through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and
- e. Disclaimers of liability for any and all matters or occurrences on or related to the Common Areas located in Section Six.

ARTICLE VI

POLICY CONCERNING SECURITY ARRANGEMENTS

Section 1. Policy Generally. The streets within Section Six are "private streets". The Declarant and the Association have arranged to construct an entry gate at the entrance to the Section Six private streets. The Declarant and the Association hope that the controlled access gated entrance and private streets concept will discourage undesired and unauthorized vehicular traffic within the Section Six community and foster a higher degree of peace and tranquility.

Section 2. No Guarantee. Although the Declarant and the Association believe that the existence and visibility of the controlled access gated entrance and private streets concept may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Section Six community, neither Declarant nor the Association warrant or guarantee that (a) these arrangements are or will be sufficient or adequate to diminish or eliminate the commission of crimes against persons or property or (b) such acts will not be attempted or actually occur within the Section Six community. These arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available from the City of Houston.

Section 3. No Liability. Neither the Declarant nor the Association carries or is obligated to carry any insurance pertaining to, nor do they assume any liability or responsibility for, the real or personal property of the Members who are Owners of a Section Six Lot (or their respective family members or guests). Each Member who is an Owner of a Section Six Lot understands, covenants and agrees with the Association (for the benefit of the Association and the Declarant) as follows:

a. That, in connection with the development, construction, operation, maintenance or repair of any security system or private streets, neither the Association nor the Declarant owes any duty to any Member (or its family members or guests) to diminish or eliminate the commission of crimes against persons or property within Section Six, and neither the Association nor the Declarant has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of such Member or any family member or guest of such Member;

b. That such Member hereby releases and holds harmless the Association and Declarant (even if either is negligent) from any liability, claims, causes of action or damages of any kind or character whatsoever directly or indirectly arising out of or related to any and all aspects of the security system and private streets within Section Six, including without limitation, the following:

i. The interviewing, hiring, training, licensing, bonding or employment of any personnel operating or monitoring any security system or private street;

ii. The instructions, directions and guidelines given to or by such personnel;

iii. The duties, performance, actions, inactions or omissions of or by such personnel; and

iv. The structural integrity, adequacy or effectiveness of any controlled access gated entrance system or any other component of any security system, and the development, construction, operation, maintenance or repair thereof, at or outside the entrance of, or within, Section Six; and

c. Each Member who is an Owner of a Section Six Lot (and its family members and guests) will cooperate with the Association and the Architectural Control Committee in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within Section Six

and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time related to the entry upon and use of any private streets and other Common Areas within Section Six.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Supplemental Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Supplemental Declaration is recorded, and continuing through and including December 31, 2025, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the owners of the land area within Section Six.

Section 2. Amendment. This Supplemental Declaration may be amended or terminated at any time by the Owners of a majority of the land area within Section Six, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with the signatures of the requisite number of the Owners of the property (and the signature of Declarant if prior to January 1, 2005).

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 5. Titles. The title of the Articles and Sections contained in this Supplemental Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

Section 6. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control as to Section Six.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 19th day of JUNE, 1996.

DECLARANT:

JIM SOWELL CONSTRUCTION CO., INC.

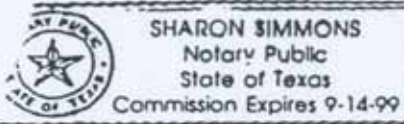
10A

By:

[Signature]
Stephen L. Brown
President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 19th day of June, 1996, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Name printed or typed
My Commission Expires: _____

APPROVAL OF LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST:

By:

[Signature]

Name:

KEITH A. JOHNSON

Title:

ADMINISTRATOR

FILED FOR RECORD
8:00 AM

JUL 1 1996

[Signature]
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE 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 stated herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUL 1 1996



[Signature]
COUNTY CLERK
HARRIS COUNTY TEXAS

ETC - FILE
CHICAGO TITLE
GF Courtesy Superi
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CS6
508-77-3139

DECLARATION OF ANNEXATION
SHADOWLAKE SINGLE FAMILY RESIDENTIAL
(SHADOWLAKE SECTION SIX)

06/13/96 100269240 R 973232 \$17.50

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS DECLARATION OF ANNEXATION (this "Annexation") is made this 1 day of May, 1996 by JIM SOWELL CONSTRUCTION CO., INC., a Texas corporation (hereinafter sometimes referred to as "Declarant"), BEAZER HOMES TEXAS, INC., a Texas corporation ("Beazer"), PERRY HOMES, a Texas joint venture ("Perry"), and MASTERMARK HOMEBUILDERS, LTD., a Texas limited partnership ("Mastermark").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, & Restrictions For Shadowlake Single Family Residential dated November 14, 1994, is filed under Clerk's File No. R152243, and recorded under File Sequence Number 501-80-0728 in the Official Public Records of Real Property of Harris County, Texas, (the "Declaration") said Declaration being applicable to SHADOWLAKE SECTION TWO, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code Number 369078 (Clerk's Receipt No. 208938), Map Records of Harris County, Texas, and SHADOWLAKE SECTION THREE, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code Number 369081 (Clerk's Receipt No. 208939), Map Records of Harris County, Texas; and

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded under File Sequence Number 504-63-2995 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, the Declaration has been corrected by Certificate of Correction dated December 18, 1995, which instrument is filed under Clerk's File No. R724187 and recorded under File Sequence Number 506-60-2753 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Certificate of Correction); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Four and Five) dated December 20, 1995, which instrument is filed under Clerk's File No. R741677 and recorded under File Sequence Number 506-76-3385 in the Official Public Records of Real Property of Harris County, Texas, and by virtue of which SHADOWLAKE SECTION FOUR (a subdivision of land in the City of Houston, Harris County, Texas, according to the amended plat thereof recorded under Film Code No. 369084 of the Map Records of Harris County, Texas) and SHADOWLAKE SECTION FIVE (a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 360125 of the Map Records of Harris County, Texas) have been annexed into the Shadowlake Homeowners Association, Inc. (the "Association"), included within the term "Property" as such term is defined in the Declaration and made subject to the Declaration and

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

the covenants, restrictions, conditions, easements, charges and liens set forth therein (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, Declarant is the owner of a tract of land containing approximately 26.7494 acres, which tract is contiguous to or in the general vicinity of the property encumbered by the Declaration, and which tract has been designated as SHADOWLAKE SECTION SIX, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 376005 of the Map Records of Harris County, Texas (the Annexed Property"); and

WHEREAS, Article I, Section 3 of the Declaration provides that additional property may be added to, or made subject to the Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth therein, and that additional property may be annexed into the jurisdiction of the Association with the consent of two-thirds (2/3) of the Members of the Association; and

WHEREAS, Declarant, Beazer, Perry and Mastermark (hereinafter collectively referred to as the "Owners") are owners of various portions of the Property, and comprise in excess of two-thirds (2/3) of the total eligible votes of the Members of the Association; and

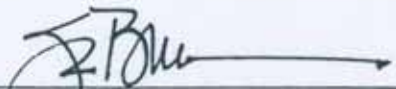
WHEREAS, Declarant desires to annex the Annexed Property to be subject to the Declaration and into the jurisdiction of the Association, and the undersigned Owners have executed this Annexation as evidence of their consent hereto in lieu of a meeting of the Association; and

NOW, THEREFORE, the undersigned Owners do hereby annex the Annexed Property into the Shadowlake Homeowners Association, Inc. and declare that the Annexed Property shall be a portion of the "Property" as such term is defined in the Declaration and shall be subject to the Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth therein.

It is expressly understood and agreed that a SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADOWLAKE SECTION SIX has been or is concurrently herewith being filed, which Supplementary Declaration supplements the Declaration as to the lots within the Annexed Property. It is understood and agreed that the Association shall allow owners of the lots within the Annexed Property to use all facilities and amenities of the Association in the same manner as the owners of lots in all other properties within the jurisdiction of the Association.

EXECUTED to be effective as of the date set forth above.

DECLARANT: JIM SOWELL CONSTRUCTION CO., INC.

By: 
Stephen L. Brown, President

BEAZER:

BEAZER HOMES TEXAS, INC.

508-77-3141

By: [Signature]
Name: KURT SWATZKE
Title: PRESIDENT

PERRY:

PERRY HOMES, a Texas joint venture

By: Perry-Houston Interests, Inc., a Texas corporation, the managing venturer

By: [Signature]
Name: _____
Title: Exec. V. Pres.

MASTERMARK:

MASTERMARK HOMEBUILDERS, LTD., a Texas limited partnership

By: Mastermark Homebuilders, Inc. a Texas corporation, its general partner

By: [Signature]
Name: DANIEL L. BERNARDI
Title: VICEPRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30 day of May, 1996, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Name printed or typed
My Commission Expires: _____

508-77-3142

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 31 day of May, 1996, by Kent S. Watz
Pres. of Beazer Homes Texas, Inc., a Texas corporation, on behalf of said corporation.

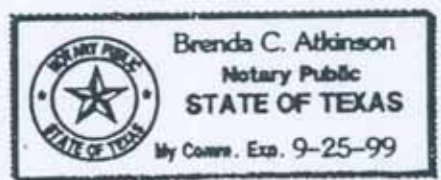
Linda Cain
Notary Public, State of Texas

Name printed or typed
My Commission Expires:



STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 13 day of June, 1996, by Gerald W. Notboom Exec. V.P. of Perry-Houston Interests, Inc., a Texas corporation, on behalf of said corporation in its capacity as Managing Venturer of Perry Homes.

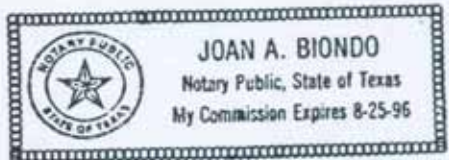


Brenda C. Atkinson
Notary Public, State of Texas
Brenda C. Atkinson
Name printed or typed
My Commission Expires: 9-25-99

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the 5 day of JUNE, 1996, by DANIEL L. BERNARD, V-PRES. of Mastmark Homebuilders, Inc., a Texas corporation, on behalf of said corporation in its capacity as General Partner of Mastermark Homebuilders, Ltd.

Joan A. Biondo
Notary Public, State of Texas
JOAN A. BIONDO
Name printed or typed
My Commission Expires: 8-25-96



APPROVAL BY LIENHOLDER:

508-77-3143

COMBINED MASTER RETIREMENT TRUST

By:

Keith Johnson

Name:

KEITH A JOHNSON

Title:

ADMINISTRATOR

Return after Recording to:

Shadowlake HOA
c/o Jim Sowell Co.
3131 McKinney
Ste 200
Dallas, Tx 75204

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE 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

JUN 13 1996



Beverly A. Taylor
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
95 JUN 13 PM 3:15
Beverly A. Taylor
COUNTY CLERK
HARRIS COUNTY, TEXAS

DECLARATION OF ANNEXATION - PAGE 5 OF 5
Shadowlake Section Six
C:\AL\SOWELL\SHADOWLK.007\SECTION6\DCR-SF.AN4

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

Restric

S214820

510-867-0630

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SHADOWLAKE SECTION SEVEN

lee

11/20/96 200305660 S214820 \$23.00

This Supplemental Declaration of Covenants, Conditions and Restrictions for SHADOWLAKE SECTION SEVEN is made as of the date hereinafter stated by Jim Sowell Construction Co., Inc., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated as of November 14, 1994, which is filed under Clerk's File No. R152243 and recorded under File Sequence Number 501-80-0728 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration") and which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded under File Sequence Number 504-63-2995 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, the Declaration has been corrected by Certificate of Correction dated December 18, 1995, which instrument is filed under Clerk's File No. R724187 and recorded under File Sequence Number 506-60-2753 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Certificate of Correction); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Four and Five) dated December 20, 1995, which instrument is filed under Clerk's File No. R741677 and recorded under File Sequence Number 506-76-3385 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Section Six) dated May 1, 1996, which instrument is filed under Clerk's File No. R973232 and recorded under File Sequence Number 508-77-3139 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, Declarant caused a Texas non-profit corporation to be formed named the Shadowlake Homeowners Association, Inc. (hereinafter referred to as the "Association"), the purpose of which is to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land affected by the Declaration and any additions thereto which may be subsequently brought within the jurisdiction

FILED FOR RECORD 8:00 AM

NOV 20 1996

Secretary B. Ferguson

Order: X6E3XCFWV Address: 3507 Shadowside Ct Order Date: 05-23-2019 Document not for resale HomeWiseDocs

of the Association; and

WHEREAS, in accordance with the provisions of Article I, Section 3 of the Declaration, by that certain Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Seven through Twelve) dated November 6, 1996, Declarant and the Association annexed (among other property) the approximately 17.2747-acre tract of land which has been designated as SHADOWLAKE SECTION SEVEN, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 378109 of the Map Records of Harris County, Texas (Section Sever') into the jurisdiction of the Association; and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant wishes to subject Section Seven to certain provisions of the Declaration and to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Declarant hereby declares that Section Seven shall be held, transferred, sold, conveyed, used and occupied subject to the provisions of the Declaration, which is incorporated herein by reference as if fully set out herein, except as to such provisions which may be inconsistent with the provisions of this Supplemental Declaration, and subject to the following covenants, conditions and restrictions which shall run with the land and be binding on all parties having any right, title or interest in Section Seven or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, to wit:

ARTICLE I

GENERAL PROVISIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined or modified herein shall have the meanings ascribed to them in the Declaration.

Section 1. Definitions

a. "Common Areas" shall include Restricted Reserves A and B of Section Seven, the easements created for the benefit of the Association along Westpark Drive, Old Westheimer Road and Shadow Place Drive by Section 1 of Article III hereof and the entry gate and gatehouse (if any), streets and sidewalks within Section Seven; provided that, the inclusion of these Section Seven properties as "Common Areas" shall not be deemed to create or recognize any right or easement in favor of any Member of the Association who is not an Owner of a Section Seven Lot to gain entry into Section Seven or enter upon or enjoy any of the Common Areas located within Section Seven.

b. "Property," as used in this Supplemental Declaration, shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Supplemental Declaration or any other Supplemental Declaration under the provisions of the Declaration.

Section 2. Property Subject to Supplemental Declaration. The real property covered by this Supplemental Declaration is all of the real property in Shadowlake Section Seven, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code Number 378109 of the Map Records of Harris County, Texas.

ARTICLE II

COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the lots in Section Seven.

a. The total floor area of any single-story dwelling constructed on any Section Seven Lot, exclusive of open porches and garages, shall not be less than 1,800 square feet.

b. The total floor area of any two-story dwelling constructed on any Section Seven Lot, exclusive of open porches and garages, shall not be less than 2,000 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

c. The fences constructed on the lot lines that comprise the southern and western boundary lines of Section Seven shall be constructed of wood and shall be eight (8) feet in height. If the fence constructed on any such lot line is one-sided rather than two-sided, the front of the fence (*i.e.*, the side from which the support posts are not visible) shall face the Lot that contains such lot line. By way of clarification, it is noted that (i) the southern boundary line of Section Seven is comprised of the southern lot lines of Lots 13, 14, 15, 23, 24, 33, 34, 42, 43 and 44, Block 1, of Shadowlake Section Seven, and (ii) the western boundary line of Section Seven is comprised of the western lot lines of Lots 44 through 50 (inclusive), Block 1, of Shadowlake Section Seven.

d. Except in the case of a detached garage located behind the rear of the residence, no garage shall be constructed or erected upon any Section Seven Lot with the entrance to such garage facing the road or street that such Lot faces as shown on the recorded plat of such Section Seven Lot (*i.e.*, no front-entry garages). A variance from this restriction may be granted by the Architectural Control Committee.

Section 2. Landscaping. Landscaping shall provide for (a) a minimum of two (2) live oak trees each of at least 4" caliper in the front yard, (b) the planting of bushes of a minimum size of 5 gallons along the entire front of the residence and (c) a free-standing gas lighting fixture, and support pole, to be located on the front yard of each Lot.

Section 3. Front Setback. Notwithstanding the various 5-foot and 10-foot front building lines indicated on the recorded plat of Section Seven, (a) no residence shall be constructed on any Section Seven Lot nearer than fifteen (15) feet from the right-of-way of any cul-de-sac in Section Seven or nearer than twenty (20) feet from the right-of-way of any other portion of the street serving such Lot and (b) no residence with a front-entry garage shall be constructed on any Section Seven Lot nearer than twenty (20) feet from the right-of-way of any cul-de-sac in Section Seven or nearer than twenty-five (25) feet from the right-of-way of any other portion of the street serving such Lot.

Section 4. Underground Electric Service. An underground electric distribution system will be installed in the Section Seven subdivision, designated herein as Underground Residential Subdivision, which under ground service area embraces all the Lots which are platted in the subdivision at the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 at the 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. Declarant has, either by designation on the plat of the subdivision or by separate instrument(s), granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to each Owner of a Lot reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit

installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) (each a "Reserve") shown on the plat of Section Seven, as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

Section 1. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across Lots 50 through 56 (inclusive) and 1 through 13 (inclusive), Block 1 of Shadowlake Section Seven, for the purposes of constructing, maintaining, repairing, replacing and reconstructing landscaping and brick wall or fence within the portion of each such Lot that is within twenty-five (25) feet of the right-of-way for Westpark Drive or Old Westheimer Road or within ten (10) feet of the right-of-way for Shadow Place Drive, together with the right to enter upon any such Lot as may be reasonably necessary to construct, maintain, repair, replace or reconstruct such landscaping and wall or fence.

ARTICLE IV

SECTION SEVEN REGULAR ANNUAL ASSESSMENT

Section 1. Section Seven Regular Annual Assessments Generally. In addition to the amount of the Regular Annual Assessment levied against each Section Seven Lot pursuant to the Declaration, an additional Regular Annual Assessment (the "Section Seven Regular Annual Assessment") may be levied against each Section Seven Lot by the Board of Directors. The levy of a Section Seven Regular Annual Assessment shall be permitted as an exception to, and shall not be limited by, the provisions of Sections 3.b. or 3.c. of Article III of the Declaration. Except as specifically provided in this Article IV of this Supplemental Declaration, the Section Seven Regular Annual Assessment shall be treated as a Regular Annual Assessment under the Declaration and shall be subject to all the terms and provisions of the

Declaration that apply to a Regular Annual Assessment.

Section 2. Purpose of Section Seven Regular Annual Assessment. In addition to those purposes, uses and benefits of Regular Annual Assessments that are permitted under the Declaration, the use of Section Seven Regular Annual Assessments may include without limitation, the financing of the operation, maintenance, repair, and improvement of the entry gate and gatehouse (if any), streets, sidewalks and other Common Properties within Section Seven, including funding of appropriate reserves for future repair, replacement and improvement of same.

Section 3. Basis for Section Seven Regular Annual Assessment. Subject to the provisions of subsection (d) of Section 3 of Article III of the Declaration, Section Seven Regular Annual Assessments shall be levied equally against each Section Seven Lot by the Board of Directors of the Association on an annual basis. After consideration of current costs and future needs of the Association in general and the Section Seven Property in particular, the Board shall fix the Section Seven Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

Section 4. Maximum Section Seven Regular Annual Assessment. Until January 1, 1997, the maximum Section Seven Regular Annual Assessment shall be \$110.00 for each Section Seven Lot. From and after January 1, 1997, the maximum Section Seven Regular Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Section Seven Regular Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association (in this case, based solely upon those Members who are Owners of a Section Seven Lot) by voting in person or by proxy at a meeting called for such purpose. Although only Members who are Owners of a Section Seven Lot shall be accounted for in calculating whether such an increase is approved by a majority of the total eligible votes, such a vote may be taken at a meeting of the Association or a separate meeting of only those Members who are Owners of a Section Seven Lot. In all other respects, any such meeting and any such vote shall be subject to all of the terms and provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association that are applicable to meetings and votes of Members (and in the case of a separate meeting of only those Members who are Owners of a Section Seven Lot, such terms and provisions shall apply as if the Members included only those Members who are Owners of a Section Seven Lot).

ARTICLE V

COMMON PROPERTIES

Section 1. Extent of Easements. In addition to those items and matters to which the rights and easements of enjoyment created under the Declaration are subject, the rights and easements of enjoyment in and to the entry gate and gatehouse (if any), streets and sidewalks within Section Seven shall be subject to the right of the Association to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing the use of the entry gate and gatehouse (if any), streets and sidewalks. Without limiting the generality of the foregoing sentence, the rules, regulations, mechanisms and procedures governing the use of the entry gate and gatehouse (if any), streets and sidewalks within Section Seven may include without limitation, the following:

- a. Identification and entry programs for Members who are Owners of a Section Seven Lot, their respective immediate families, their guests and vehicles owned or driven by any of them or others;
- b. Speed limits, designated parking areas, restricted parking areas and no-parking areas;
- c. Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- d. A system of "fines" through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and

e. Disclaimers of liability for any and all matters or occurrences on or related to the Common Areas located in Section Seven.

ARTICLE VI

POLICY CONCERNING SECURITY ARRANGEMENTS

Section 1. Policy Generally. The streets within Section Seven are "private streets". The Declarant and the Association have arranged to construct an entry gate at the entrance to the Section Seven private streets. The Declarant and the Association hope that the controlled access gated entrance and private streets concept will discourage undesired and unauthorized vehicular traffic within the Section Seven community and foster a higher degree of peace and tranquility.

Section 2. No Guarantee. Although the Declarant and the Association believe that the existence and visibility of the controlled access gated entrance and private streets concept may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Section Seven community, neither Declarant nor the Association warrant or guarantee that (a) these arrangements are or will be sufficient or adequate to diminish or eliminate the commission of crimes against persons or property or (b) such acts will not be attempted or actually occur within the Section Seven community. These arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available from the City of Houston.

Section 3. No Liability. Neither the Declarant nor the Association carries or is obligated to carry any insurance pertaining to, nor do they assume any liability or responsibility for, the real or personal property of the Members who are Owners of a Section Seven Lot (or their respective family members or guests). Each Member who is an Owner of a Section Seven Lot understands, covenants and agrees with the Association (for the benefit of the Association and the Declarant) as follows:

a. That, in connection with the development, construction, operation, maintenance or repair of any security system or private streets, neither the Association nor the Declarant owes any duty to any Member (or its family members or guests) to diminish or eliminate the commission of crimes against persons or property within Section Seven, and neither the Association nor the Declarant has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of such Member or any family member or guest of such Member.

b. That such Member hereby releases and holds harmless the Association and Declarant (even if either is negligent) from any liability, claims, causes of action or damages of any kind or character whatsoever directly or indirectly arising out of or related to any and all aspects of the security system and private streets within Section Seven, including without limitation, the following:

- i. The interviewing, hiring, training, licensing, bonding or employment of any personnel operating or monitoring any security system or private street;
- ii. The instructions, directions and guidelines given to or by such personnel;
- iii. The duties, performance, actions, inactions or omissions of or by such personnel; and
- iv. The structural integrity, adequacy or effectiveness of any controlled access gated entrance system or any other component of any security system, and the development, construction, operation, maintenance or repair thereof, at or outside the entrance of, or within, Section Seven; and

c. Each Member who is an Owner of a Section Seven Lot (and its family members and guests) will cooperate with the Association and the Architectural Control Committee in connection with the establishment, evolution

and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within Section Seven and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time related to the entry upon and use of any private streets and other Common Areas within Section Seven.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Supplemental Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Supplemental Declaration is recorded, and continuing through and including December 31, 2025, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by the owners of a majority of the land area within Section Seven.

Section 2. Amendment. This Supplemental Declaration may be amended or terminated at any time by the Owners of a majority of the land area within Section Seven, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with (a) either the signatures of the requisite number of the Owners of the property or the affidavit of the Secretary of the Association certifying that the amendment or termination was approved by the requisite number of Owners of the property and (b) the signature of Declarant if prior to January 1, 2005.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 5. Titles. The title of the Articles and Sections contained in this Supplemental Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

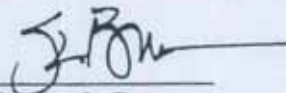
Section 6. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control as to Section Seven.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 6th day of November, 1996.

DECLARANT:

JIM SOWELL CONSTRUCTION CO., INC.

By:


Stephen L. Brown

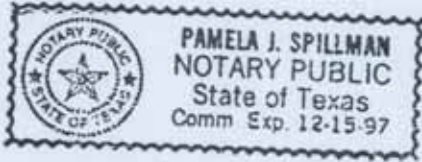
109

51J-86-0637

President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 6th day of November, 1996, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.



Pamela J. Spillman
Notary Public, State of Texas

Pamela J. Spillman
Name printed or typed
My Commission Expires: 12-15-97

APPROVAL OF LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST:

By: [Signature]
Name: KEITH A. JOHNSON
Title: ADMINISTRATOR

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE 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

NOV 20 1996



Beulah B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

After recording return to:
JIM SOWELL COMPANY
Attn: Kathy Powell
3131 McKinney Avenue, #200
Dallas, Texas 75204

S202698

510-74-3971

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

SHADOWLAKE SECTION SIX

This First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for SHADOWLAKE SECTION SIX ("First Amendment") is executed by Jim Sowell Construction Co., Inc., a Texas corporation ("Declarant"). 11/11/96 100377331 S202698 \$13.00

WITNESSETH:

WHEREAS, Declarant has executed the Supplemental Declaration of Covenants, Conditions and Restrictions Shadowlake Section Six (the "Supplemental Declaration") dated June 19, 1996, which instrument is filed under Clerk's File No. R997300 and recorded under File Sequence Number 508-98-3871 in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, the Supplemental Declaration provides that it may be amended by the Owners of a majority of the land area within Section Six, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005; and

WHEREAS, as of the date hereof, Declarant is the Owner of a majority of the land area within Section Six;

NOW, THEREFORE, Declarant hereby amends the Supplemental Declaration as follows and declares that Section Six shall be held, transferred, sold, conveyed, used and occupied subject to the provisions of the Supplemental Declaration as amended hereby, which shall run with the land and be binding on all parties having any right, title or interest in Section Six or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, to wit:

1. AMENDMENT TO THE SUPPLEMENTAL DECLARATION. Article III of the Supplemental Declaration is hereby deleted in its entirety and replaced with the following provision (the following language being marked [using ~~strikeouts~~] to indicate the language that is deleted from, and [using double underlining] to indicate the language that is added to, Article III of the Supplemental Declaration by virtue of this Amendment):

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

Section 1. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across Lots 63 through 70 (inclusive), 85 through 90 (inclusive), 1 through 7 (inclusive), 16 and 17, Block 1 of

Shadowlake Section Six, for the purposes of constructing, maintaining, repairing, replacing and reconstructing landscaping and brick wall or fence within the portion of each such Lot that is within twenty-five (25) feet of the right-of-way for Westpark Drive and or within ten (10) feet of the right-of-way for Shadowbriar Drive, together with the right to enter upon any such Lot as may be reasonably necessary to construct, maintain, repair, replace or reconstruct such landscaping and wall or fence.

2. MISCELLANEOUS PROVISIONS

(A) The terms and provisions of this Amendment shall modify and supersede all terms and provisions of the Supplemental Declaration that are in irreconcilable conflict herewith, and, except as so modified and superseded by this Amendment, the terms and provisions of the Supplemental Declaration are ratified and confirmed and shall continue in full force and effect.

(B) The headings and double underlinings in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.


(C) This Amendment, and the Supplemental Declaration as amended hereby, are and remain subject to the terms and provisions of Article VII of the Supplemental Declaration, which are incorporated herein as if fully set forth herein.

IN WITNESS WHEREOF this First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 25th day of October, 1996.

DECLARANT:

JIM SOWELL CONSTRUCTION CO., INC.

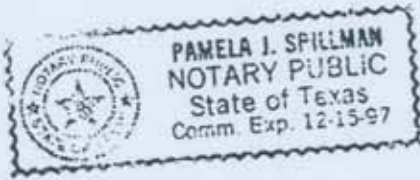
By:


Stephen L. Brown
President

510-74-3973

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25th day of October, 1996, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.



Pamela J. Spillman
Notary Public, State of Texas
Pamela J. Spillman
Name printed or typed
My Commission Expires: 12-15-97

APPROVAL OF LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST:

By: [Signature]
Name: Keith A. Johnson
Title: ADMINISTRATOR

FILED FOR RECORD
8:00 AM

NOV 11 1996

Beverly B. Ferguson
County Clerk, Harris County, Texas

R. + Jim Sowell Construction
2131 McKinney Ste. 200
Dallas TX 75204-2471

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR
SHADOWLAKE SINGLE FAMILY RESIDENTIAL

S189177

lee

This SECOND AMENDMENT is made by JIM SOWELL CONSTRUCTION CO., INC. (the "Class B Member"), which is a Class B Member in the Shadowlake Homeowners Association, Inc., and by those Class A Members whose signatures appear below (collectively, the "Class A Members").

RECITALS

510-63-1546

A. Reference is hereby made to that certain Declaration of Covenants, Conditions, & Restrictions For Shadowlake Single Family Residential dated November 14, 1994, which instrument is filed under Clerk's File No. R152243, and recorded under File Sequence Number 501-80-0728 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration"). All terms defined in the Declaration are used in this Second Amendment with the same meanings.

B. The Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded under File Sequence Number 504-63-2995 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said First Amendment).

C. The Declaration has been corrected by Certificate of Correction dated December 18, 1995, which instrument is filed under Clerk's File No. R724187 and recorded under File Sequence Number 506-60-2753 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Certificate of Correction).

D. Pursuant to the Declaration, Class B Member has caused to be incorporated the Shadowlake Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

E. Article IX, Section 2 of the Declaration provides that the Declaration may be amended at any time by a majority of the total eligible votes of each class of membership of the Association voting in person or by proxy at a meeting duly called for such purpose.

F. On October 29, 1996, a duly called meeting of the membership of the Association was held in accordance with the Declaration and the Bylaws of the Association. At such meeting, a quorum of the membership was present in person or by proxy and a majority of the total eligible votes of each class of membership of the Association voting in person or by proxy at such meeting adopted this Second Amendment and the amendments to the Declaration that are set forth in this Second Amendment. The Class A Members signing this Second Amendment, in the aggregate, are the holders of a majority of the total eligible votes of the Class A Members of the Association voting in person or by proxy at such meeting, and the Class B Member holds all of the votes of the Class B Members of the Association. With this signatures of the undersigned Class A Members and the Class B Member, and with recordation hereof, this Second Amendment complies with Article IX, Section 2 of the Declaration.

ACCORDINGLY, on behalf of, in the name of and as the act of the Association, the Class B Member and the undersigned Class A Members hereby adopt and agree to the terms and provisions of this Second Amendment and declare that the Declaration is amended as hereinafter set forth.

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1. AMENDMENT TO THE DECLARATION.

The Declaration is hereby amended and modified by deleting from Article I, Section 3, paragraph a of the Declaration the following phrase:

Additional property may be annexed into the jurisdiction of the Association with the consent of two-thirds (2/3rds) of the Members of the Association;

and by inserting into Article I, Section 3, paragraph a of the Declaration the following phrase in place of the above deleted phrase (the following phrase is marked [using double underlining] to highlight the language that is being added to the Declaration by this Second Amendment):

Additional property may be annexed into the jurisdiction of the Association (i) with the consent of Members holding two-thirds (2/3rds) of the eligible votes of the Members of the Association (of any class) voting in person or by proxy at a meeting duly called for such purpose or (ii) without a meeting, with the written consent of Members holding two-thirds (2/3rds) of all votes of the Members of the Association (of any class);

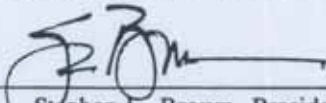
2. MISCELLANEOUS PROVISIONS

(a) The terms and provisions of this Second Amendment shall modify and supersede all terms and provisions of the Declaration that are in irreconcilable conflict herewith, and, except as so modified and superseded by this Second Amendment, the terms and provisions of the Declaration are ratified and confirmed and shall continue in full force and effect.

(b) The headings in this Second Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Second Amendment.

IN WITNESS WHEREOF, the undersigned members have executed this Second Amendment on the respective dates set forth in the acknowledgments.

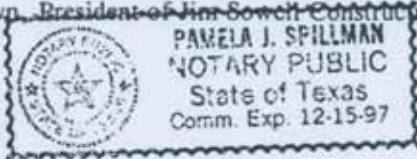
CLASS B MEMBER: JIM SOWELL CONSTRUCTION CO., INC.

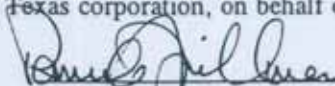

By: Stephen L. Brown, President

*(9)
162*

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 28th day of October, 1996, by Stephen L. Brown, ~~President of Jim Sowell Construction Co., Inc.~~, a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

My Commission Expires: 12-15-97

Pamela J. Spillman
Name printed or typed

510-63-1548

APPROVAL BY LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST

By: 

Name: KEITH A. JOHNSON

Title: ADMINISTRATOR

510-63-1550

CLASS A MEMBER:

MASTERMARK HOMEBUILDERS, LTD., a Texas limited partnership

By: Mastermark Homebuilders, Inc., a Texas corporation, its general partner

By: Bob Hutchins

Name: Bob Hutchins

Title: Pres. of G.P.

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 15 day of October, 1996, by Bob Hutchins, the President of Mastermark Homebuilders, Inc., a Texas corporation, on behalf of said corporation in its capacity as General Partner of Mastermark Homebuilders, Ltd., a Texas limited partnership.

Carolyn Narron

Notary Public, State of Texas

CAROLYN NARRON

Name printed or typed

My Commission Expires: 08-26-00



510-63-1551

CLASS A MEMBER:

PERRY HOMES, a Texas joint venture

By: Perry-Houston Interests, Inc., a Texas corporation,
the managing venturer

Jo

By: *Gerald W. Noteboom*

Name: Gerald W. Noteboom

Title: Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of October, 1996, by Gerald W. Noteboom, the Executive Vice President of Perry-Houston Interests, Inc., a Texas corporation, on behalf of said corporation in its capacity as Managing Venturer of Perry Homes, a Texas joint venture.



Betty L. Pachhofer
Notary Public, State of Texas

Name printed or typed _____
My Commission Expires: _____

510-63-1552

CLASS A MEMBER:

Printed Name: Dennis D. Cox

162

Signature: Dennis D. Cox

Address: 12423 Shadycrest
Houston, TX 77082

STATE OF TEXAS

COUNTY OF Harris

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This instrument was acknowledged before me on the 29th day of October, 1996, by
DENNIS D. COX.

Linda P. Frey
Notary Public, State of Texas

Name printed or typed
My Commission Expires: _____



510-63-1553

CLASS A MEMBER:

Printed Name: Carolyn A. Green 102

Signature: Carolyn A. Green

Address: 12407 Shadowvale Dr.
Houston, TX 77082

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 29th day of October, 1996, by

Carolyn A. Green

Linda P. Frey
Notary Public, State of Texas

Name printed or typed _____
My Commission Expires: _____



95 NOV -1 PM 12:13

After recording return to:
Jim Sowell Construction Co., Inc.
3131 McKinney Ste 200
Dallas, Texas 75204-2471
Attn: Kathy Powell

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

NOV 1 1996



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR SHADOWLAKE SINGE FAMILY RESIDENTIAL - Signature Page of Class A Member

Order: X8E3XCFWV
Address: 12407 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

5578958

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

SHADOWLAKE SECTION EIGHT

08/06/97 100534612 5578958

427.00

Rash
lee
This Supplemental Declaration of Covenants, Conditions and Restrictions for SHADOWLAKE SECTION EIGHT is made as of the date hereinafter stated by Jim Sowell Construction Co., Inc., a Texas corporation ("Declarant").

WITNESSETH:

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WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated as of November 14, 1994, which is filed under Clerk's File No. R152243 and recorded under File Sequence Number 501-80-0728 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration") and which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded under File Sequence Number 504-63-2995 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, the Declaration has been corrected by Certificate of Correction dated December 18, 1995, which instrument is filed under Clerk's File No. R724187 and recorded under File Sequence Number 506-60-2753 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Certificate of Correction); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Four and Five) dated December 20, 1995, which instrument is filed under Clerk's File No. R741677 and recorded under File Sequence Number 506-76-3385 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation

inure to the benefit of each owner thereof, to wit:

ARTICLE I

GENERAL PROVISIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined or modified herein shall have the meanings ascribed to them in the Declaration.

Section 1. Definitions.

a. "Common Areas" shall include Restricted Reserves A, B, C, D, & E of Section Eight, the easements created for the benefit of the Association along Westpark Drive, Old Westheimer Road, Shadowhollow Drive and Shadow Place Drive by Section 1 of Article III hereof and the entry gate and gatehouse (if any), streets and sidewalks within Section Eight; provided that, the inclusion of these Section Eight properties as "Common Areas" shall not be deemed to create or recognize any right or easement in favor of any Member of the Association who is not an Owner of a Section Eight Lot to gain entry into Section Eight or enter upon or enjoy any of the Common Areas located within Section Eight.

b. "Property," as used in this Supplemental Declaration, shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Supplemental Declaration or any other Supplemental Declaration under the provisions of the Declaration.

Section 2. Property Subject to Supplemental Declaration. The real property covered by this Supplemental Declaration is all of the real property in Shadowlake Section Eight, a subdivision in Harris County, Texas, according to the plat thereof recorded under Film Code Number 389101 of the Map Records of Harris County, Texas.

ARTICLE II

COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the lots in Section Eight.

a. The total floor area of any single-story dwelling constructed on any Section Eight Lot, exclusive of open porches and garages, shall not be less than 1,800 square feet.

b. The total floor area of any two-story dwelling constructed on any Section Eight Lot, exclusive of open porches and garages, shall not be less than 2,000 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

c. The fences constructed on the lot lines that comprise the northern and western

boundary lines of Section Eight shall be constructed of wood and shall be eight (8) feet in height. If the fence constructed on any such lot line is one-sided rather than two-sided, the front of the fence (*i.e.*, the side from which the support posts are not visible) shall face the Lot that contains such lot line. By way of clarification, it is noted that (i) the northern boundary line of Section Eight is comprised of the northern lot lines of Lots 12, 13, 14, 21, 22, 23, 30, 31, 32, 39, 40, and 41, Block 1, of Shadowlake Section Eight, and (ii) the western boundary line of Section Eight is comprised of the western lot lines of Lots 7 through 12 (inclusive), Block 1, of Shadowlake Section Eight.

d. Except in the case of a detached garage located behind the rear of the residence, no garage shall be constructed or erected upon any Section Eight Lot with the entrance to such garage facing the road or street that such Lot faces as shown on the recorded plat of such Section Eight Lot (*i.e.*, no front-entry garages). A variance from this restriction may be granted by the Architectural Control Committee.

Section 2. Landscaping. Landscaping shall provide for (a) a minimum of two (2) live oak trees each of at least 4" caliper in the front yard, (b) the planting of bushes of a minimum size of 5 gallons along the entire front of the residence and (c) a free-standing gas lighting fixture, and support pole, to be located on the front yard of each Lot.

Section 3. Front Setback. Notwithstanding the various 5-foot and 10-foot front building lines indicated on the recorded plat of Section Eight, (a) no residence shall be constructed on any Section Eight Lot nearer than fifteen (15) feet from the right-of-way of any cul-de-sac in Section Eight or nearer than twenty (20) feet from the right-of-way of any other portion of the street serving such Lot and (b) no residence with a front-entry garage shall be constructed on any Section Eight Lot nearer than twenty (20) feet from the right-of-way of any cul-de-sac in Section Eight or nearer than twenty-five (25) feet from the right-of-way of any other portion of the street serving such Lot.

Section 4. Underground Electric Service. An underground electric distribution system will be installed in the Section Eight subdivision, designated herein as Underground Residential Subdivision, which under ground service area embraces all the Lots which are platted in the subdivision at the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 at the 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. Declarant has, either by designation on the plat of the subdivision or by separate instrument(s), granted necessary easements to the electric company providing for the installation, maintenance, and operation of

its electric distribution system and has also granted to each Owner of a Lot reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) (each a "Reserve") shown on the plat of Section Eight, as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

Section 1. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across Lots 41 through 52 (inclusive) and 1 through 7 (inclusive), Block 1 of Shadowlake Section Eight, for the purposes of constructing, maintaining, repairing, replacing and reconstructing

landscaping and brick wall or fence within the portion of each such Lot that is within twenty-five (25) feet of the right-of-way for Westpark Drive or Old Westheimer Road or within ten (10) feet of the right-of-way for Shadow Place Drive, together with the right to enter upon any such Lot as may be reasonably necessary to construct, maintain, repair, replace or reconstruct such landscaping and wall or fence.

ARTICLE IV

SECTION EIGHT REGULAR ANNUAL ASSESSMENT

Section 1. Section Eight Regular Annual Assessments Generally. In addition to the amount of the Regular Annual Assessment levied against each Section Eight Lot pursuant to the Declaration, an additional Regular Annual Assessment (the "Section Eight Regular Annual Assessment") may be levied against each Section Eight Lot by the Board of Directors. The levy of a Section Eight Regular Annual Assessment shall be permitted as an exception to, and shall not be limited by, the provisions of Sections 3.b. or 3.c. of Article III of the Declaration. Except as specifically provided in this Article IV of this Supplemental Declaration, the Section Eight Regular Annual Assessment shall be treated as a Regular Annual Assessment under the Declaration and shall be subject to all the terms and provisions of the Declaration that apply to a Regular Annual Assessment.

Section 2. Purpose of Section Eight Regular Annual Assessment. In addition to those purposes, uses and benefits of Regular Annual Assessments that are permitted under the Declaration, the use of Section Eight Regular Annual Assessments may include without limitation, the financing of the operation, maintenance, repair, and improvement of the entry gate and gatehouse (if any), streets, sidewalks and other Common Properties within Section Eight, including funding of appropriate reserves for future repair, replacement and improvement of same.

Section 3. Basis for Section Eight Regular Annual Assessment. Subject to the provisions of subsection (d) of Section 3 of Article III of the Declaration, Section Eight Regular Annual Assessments shall be levied equally against each Section Eight Lot by the Board of Directors of the Association on an annual basis. After consideration of current costs and future needs of the Association in general and the Section Eight Property in particular, the Board shall fix the Section Eight Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

Section 4. Maximum Section Eight Regular Annual Assessment. Until January 1, 1997, the maximum Section Eight Regular Annual Assessment shall be \$110.00 for each Section Eight Lot. From and after January 1, 1997, the maximum Section Eight Regular Annual Assessment may be increased each year not more than ten percent (10%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Section Eight Regular Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association (in this case, based solely upon those Members who are Owners of a Section Eight Lot) by voting in person or by proxy at a meeting called for such purpose. Although only Members who are

Owners of a Section Eight Lot shall be accounted for in calculating whether such an increase is approved by a majority of the total eligible votes, such a vote may be taken at a meeting of the Association or a separate meeting of only those Members who are Owners of a Section Eight Lot. In all other respects, any such meeting and any such vote shall be subject to all of the terms and provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association that are applicable to meetings and votes of Members (and in the case of a separate meeting of only those Members who are Owners of a Section Eight Lot, such terms and provisions shall apply as if the Members included only those Members who are Owners of a Section Eight Lot).

ARTICLE V

COMMON PROPERTIES

Section 1. Extent of Easements. In addition to those items and matters to which the rights and easements of enjoyment created under the Declaration are subject, the rights and easements of enjoyment in and to the entry gate and gatehouse (if any), streets and sidewalks within Section Eight shall be subject to the right of the Association to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing the use of the entry gate and gatehouse (if any), streets and sidewalks. Without limiting the generality of the foregoing sentence, the rules, regulations, mechanisms and procedures governing the use of the entry gate and gatehouse (if any), streets and sidewalks within Section Eight may include without limitation, the following:

- a. Identification and entry programs for Members who are Owners of a Section Eight Lot, their respective immediate families, their guests and vehicles owned or driven by any of them or others;
- b. Speed limits, designated parking areas, restricted parking areas and no-parking areas;
- c. Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- d. A system of "fines" through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and
- e. Disclaimers of liability for any and all matters or occurrences on or related to the Common Areas located in Section Eight.

ARTICLE VI

POLICY CONCERNING SECURITY ARRANGEMENTS

Section 1. Policy Generally. The streets within Section Eight are "private streets". The Declarant and the Association have arranged to construct an entry gate at the entrance to the Section Eight private streets. The Declarant and the Association hope that the controlled

Order: X8E3XCFWV
 Address: 3507 Shadowside Ct
 Order Date: 05-23-2019
 Document not for resale
 HomeWiseDocs

access gated entrance and private streets concept will discourage undesired and unauthorized vehicular traffic within the Section Eight community and foster a higher degree of peace and tranquility.

Section 2. No Guarantee. Although the Declarant and the Association believe that the existence and visibility of the controlled access gated entrance and private streets concept may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Section Eight community, neither Declarant nor the Association warrant or guarantee that (a) these arrangements are or will be sufficient or adequate to diminish or eliminate the commission of crimes against persons or property or (b) such acts will not be attempted or actually occur within the Section Eight community. These arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available from the City of Houston.

Section 3. No Liability. Neither the Declarant nor the Association carries or is obligated to carry any insurance pertaining to, nor do they assume any liability or responsibility for, the real or personal property of the Members who are Owners of a Section Eight Lot (or their respective family members or guests). Each Member who is an Owner of a Section Eight Lot understands, covenants and agrees with the Association (for the benefit of the Association and the Declarant) as follows:

a. That, in connection with the development, construction, operation, maintenance or repair of any security system or private streets, neither the Association nor the Declarant owes any duty to any Member (or its family members or guests) to diminish or eliminate the commission of crimes against persons or property within Section Eight, and neither the Association nor the Declarant has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of such Member or any family member or guest of such Member;

b. That such Member hereby releases and holds harmless the Association and Declarant (even if either is negligent) from any liability, claims, causes of action or damages of any kind or character whatsoever directly or indirectly arising out of or related to any and all aspects of the security system and private streets within Section Eight, including without limitation, the following:

i. The interviewing, hiring, training, licensing, bonding or employment of any personnel operating or monitoring any security system or private street;

ii. The instructions, directions and guidelines given to or by such personnel;

iii. The duties, performance, actions, inactions or omissions of or by such personnel; and

iv. The structural integrity, adequacy or effectiveness of any controlled access gated entrance system or any other component of any security system, and the development, construction, operation, maintenance or repair thereof, at or outside the entrance of, or within, Section Eight; and

c. Each Member who is an Owner of a Section Eight Lot (and its family members and guests) will cooperate with the Association and the Architectural Control Committee in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within Section Eight and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time related to the entry upon and use of any private streets and other Common Areas within Section Eight.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Supplemental Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Supplemental Declaration is recorded, and continuing through and including December 31, 2025, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by the owners of a majority of the land area within Section Eight.

Section 2. Amendment. This Supplemental Declaration may be amended or terminated at any time by the Owners of a majority of the land area within Section Eight, provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with (a) either the signatures of the requisite number of the Owners of the property or the affidavit of the Secretary of the Association certifying that the amendment or termination was approved by the requisite number of Owners of the property and (b) the signature of Declarant if prior to January 1, 2005.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 5. Titles. The title of the Articles and Sections contained in this Supplemental Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

Section 6. Conflict. In the case of a conflict between the provisions of this Supplemental

Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control as to Section Eight.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 29 day of July, 1997.

DECLARANT:

JIM SOWELL CONSTRUCTION CO., INC. *lw*

By:

[Signature]
Stephen L. Brown
President

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29 day of July, 1997, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Amy E. Werner
Name printed or typed
My Commission Expires 10/14/98

FILED FOR RECORD
8:00 AM

AUG 6 1997

[Signature]
County Clerk, Harris County, Texas

APPROVAL OF LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST:

By: *[Signature]*

Name: KEITH A. JOHNSON

Title: ADMINISTRATOR

Ret
Jim Sowell
3131 McKinney
200
Dallas, TX 75204-
2471

DECLARATION OF ANNEXATION
SHADOWLAKE SINGLE FAMILY RESIDENTIAL
(SHADOWLAKE SECTIONS SEVEN THROUGH TWELVE)

bee

STATE OF TEXAS §
COUNTY OF HARRIS §

11/20/96 200305659 S214819 \$31.25

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS DECLARATION OF ANNEXATION (this "Annexation") is made this 20th day of November, 1996 by JIM SOWELL CONSTRUCTION CO., INC., a Texas corporation (the "Class B Member"), which is a Class B Member in the Shadowlake Homeowners Association, Inc., and by those Class A Members whose signatures appear below (collectively, the "Class A Members").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, & Restrictions For Shadowlake Single Family Residential dated November 14, 1994, is filed under Clerk's File No. R152243, and recorded under File Sequence Number 501-80-0728 in the Official Public Records of Real Property of Harris County, Texas, (the "Declaration") said Declaration being applicable to SHADOWLAKE SECTION TWO, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code Number 360122, and as amended by Amending Plat recorded under Film Code Number 369078 (Clerk's Receipt No. 208938), Map Records of Harris County, Texas, and SHADOWLAKE SECTION THREE, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code Number 360123, as revised by Replat recorded under Film Code Number 362086, and amended by Amending Plat recorded under Film Code Number 369081 (Clerk's Receipt No. 208939), Map Records of Harris County, Texas; and

25

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded under File Sequence Number 504-63-2995 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, the Declaration has been corrected by Certificate of Correction dated December 18, 1995, which instrument is filed under Clerk's File No. R724187 and recorded under File Sequence Number 506-60-2753 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Certificate of Correction); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Four and Five) dated December 20, 1995, which instrument is filed under Clerk's File No. R741677 and recorded under File Sequence Number 506-76-3385 in the Official Public Records of Real Property of Harris County, Texas, and by virtue of which SHADOWLAKE SECTION FOUR (a subdivision of land in the City of Houston, Harris County, Texas, according to the amended plat thereof recorded under Film Code No. 369084 of the Map Records of Harris County, Texas) and SHADOWLAKE SECTION FIVE (a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 360125 of the Map Records of Harris County, Texas) have been annexed into the Shadowlake Homeowners Association, Inc. (the "Association"), included within the term "Property" as such term is defined in the Declaration and made subject to the Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth therein (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

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8:00 AM

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DECLARATION OF ANNEXATION - PAGE 1
Shadowlake Sections Seven through Twelve
C:\AL\SOWELL\SHADOWLK.007\SECTION7.12\CCRAAnnex.v3

Order: X8E3XCFWV *Bessley to [signature]*
Address: 3507 Shadowside Ct
County Clerk, Harris County, Texas
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Section Six) dated May 1, 1996, which instrument is filed under Clerk's File No. R973232 and recorded under File Sequence Number 508-77-3139 in the Official Public Records of Real Property of Harris County, Texas, and by virtue of which SHADOWLAKE SECTION SIX (a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 376005 of the Map Records of Harris County, Texas) has been annexed into the Association, included within the term "Property" as such term is defined in the Declaration and made subject to the Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth therein (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, the Class B Member is the owner of a tract of land containing approximately 17.2747 acres, which tract is contiguous to or in the general vicinity of the property encumbered by the Declaration, and which tract has been designated as SHADOWLAKE SECTION SEVEN, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 378109 of the Map Records of Harris County, Texas (the "Section Seven Property"); and

WHEREAS, the Class B Member is the owner of a tract of land containing approximately 14.9696 acres, which tract is contiguous to or in the general vicinity of the property encumbered by the Declaration, and which tract is more fully described on Exhibit "A" attached hereto and incorporated herein (the "Section Eight Property"); and

WHEREAS, the Class B Member is the owner of a tract of land containing approximately 165.402 acres, which tract is contiguous to or in the general vicinity of the property encumbered by the Declaration, and which tract is more fully described on Exhibit "B" attached hereto and incorporated herein (the "Sections Nine Through Twelve Property"); and

WHEREAS, the Section Seven Property, the Section Eight Property and the Sections Nine Through Twelve Property are hereinafter collectively referred to as the "Annexed Property"; and

WHEREAS, Article I, Section 3 of the Declaration provides that additional property may be added to, or made subject to the Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth therein, and that additional property may be annexed into the jurisdiction of the Association with the written consent of Members holding two-thirds (2/3rds) of all votes of the Members of the Association (of any class); and

WHEREAS, the Class B Member and the Class A Members signing this instrument (hereinafter collectively referred to as the "Owners") are owners of various portions of the Property, and hold, in the aggregate, in excess of two-thirds (2/3) of all votes of the Members of the Association; and

WHEREAS, the Class B Member desires to annex the Annexed Property to be subject to the Declaration and into the jurisdiction of the Association, and the undersigned Owners have executed this Annexation as evidence of their consent hereto in lieu of a meeting of the Association; and

NOW, THEREFORE, the undersigned Owners do hereby annex the Annexed Property into the Shadowlake Homeowners Association, Inc. and declare that the Annexed Property shall be a portion of the "Property" as such term is defined in the Declaration and shall be subject to the Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth therein. Further, the undersigned Owners adopt, ratify and affirm the previous annexation of Shadowlake Sections Four, Five and Six by virtue of the above described Declaration of Annexation documents dated December 20, 1995 and May 1, 1996, respectively.

It is expressly understood and agreed that various documents entitled "SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHADOWLAKE SECTION _____" have been or are concurrently herewith being filed, which Supplemental Declaration documents supplement the Declaration as to the lots within the the different Sections of the Annexed Property. It is understood and agreed that the Association shall allow owners of the lots within the Annexed Property to use all facilities and amenities of the Association in the same manner as the owners of lots in all other properties within the jurisdiction of the Association.

EXECUTED to be effective as of the date set forth above.

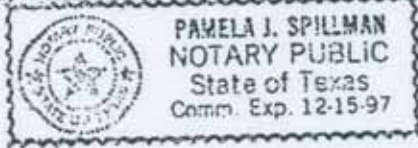
CLASS B MEMBER: JIM SOWELL CONSTRUCTION CO., INC.

(8)
107

By: *Stephen L. Brown*
Stephen L. Brown, President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 6th day of November, 1996, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.



Pamela J. Spillman
Notary Public, State of Texas

My Commission Expires: 12-15-97

Pamela J. Spillman
Name printed or typed

102

APPROVAL BY LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST

By: 

Name: KEITH A. JOHNSON

Title: ADMINISTRATOR

CLASS A MEMBER:

BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

207

By: Beazer Homes Texas Holdings, Inc.,
a Delaware corporation, its general partner

By: [Signature]

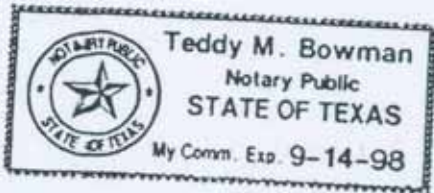
Name: KURT S WATZEK

Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 6 day of November, 1996, by KURT S. WATZEK, the PRESIDENT of Beazer Homes Texas Holdings, Inc., a Delaware corporation, on behalf of said corporation in its capacity as general partner of, and on behalf of, Beazer Homes Texas, L.P., a Delaware limited partnership.

[Signature]
Notary Public, State of Texas
TEDDY M. BOWMAN
Name printed or typed
My Commission Expires: 9-14-98



CLASS A MEMBER:

PERRY HOMES, a Texas joint venture

207

By: Perry-Houston Interests, Inc., a Texas corporation,
the managing venturer

By: Gerald W. Noteboom

Name: Gerald W. Noteboom

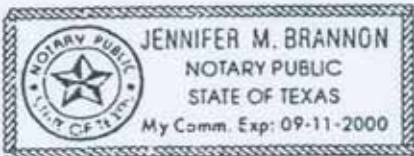
Title: Executive Vice President

STATE OF TEXAS

COUNTY OF Harris

507 507 507

This instrument was acknowledged before me on the 7th day of November, 1996, by Gerald W. Noteboom, the Executive Vice President of Perry-Houston Interests, Inc., a Texas corporation, on behalf of said corporation in its capacity as Managing Venturer of Perry Homes, a Texas joint venture.



Jennifer M. Brannon
Notary Public, State of Texas

Name printed or typed _____
My Commission Expires: _____

CLASS A MEMBER:

MASTERMARK HOMEBUILDERS, LTD., a Texas limited partnership

207

By: Mastermark Homebuilders, Inc., a Texas corporation, its general partner

By: Bob Hutchins

Name: Bob Hutchins

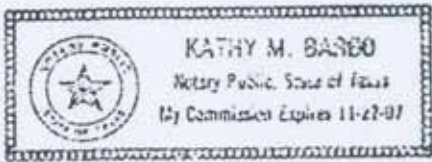
Title: President

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 4 day of NOVEMBER, 1996, by

Bob Hutchins, the President of Mastermark Homebuilders, Inc., a Texas corporation, on behalf of said corporation in its capacity as General Partner of Mastermark Homebuilders, Ltd., a Texas limited partnership.



Kathy M Barbo
Notary Public, State of Texas
Kathy M. Barbo
Name printed or typed
My Commission Expires: 11-22-97

After recording return to:
JIM SOWELL COMPANY
Attn: Kathy Powell
3131 McKinney Avenue, #200
Dallas, Texas 75204



CLARK SURVEYING COMPANY

1315 SHERWOOD FOREST DR. — HOUSTON, TEXAS 77043-4637 — 713/461-1400 — FAX 713/461-3639

May 24, 1996

FIELD NOTES

Description of a 14.9696 acre tract of land (652,007 square feet) being part of that certain called 457.8748 acre tract of record under Harris County Clerk's File Number N297727, situated in the William Hardin Survey, Abstract Number 24 and the H.K. Lewis Survey, Abstract Number 42, in Harris County, Texas, said 14.9696 acre tract of land being more particularly described by metes and bounds as follows with bearings being referenced to the recorded plat of Shadowlake, Section Four, as recorded under Film Code No. 369084 of the Harris County Map Records:

BEGINNING at a 5/8-inch iron rod found in the west right-of-way line of Old Westheimer Road (80 feet wide), said point being a northeast corner of said 457.8748 and the southeast corner of Unrestricted Reserve "E" of Westminster Plaza as recorded Volume 307, Page 147 of the Harris County Map Records;

THENCE, S 02° 37' 08" E, along the west right-of-way line of said Old Westheimer Road, a distance of 519.62 feet to a point for the beginning of a curve to the right;

THENCE, southwesterly, continuing along the west right-of-way line of said Old Westheimer Road and the arc of said curve to the right having a radius of 25.00 feet, a central angle of 89° 59' 41", a chord bearing S 42° 22' 42" W, 35.35 feet, a total arc distance of 39.27 feet to a point in the proposed north right-of-way line of Westpark Drive (100 feet wide);

THENCE, S 87° 22' 33" W, along the proposed north right-of-way line of said Westpark Drive, a distance of 1,139.33 feet to a point for the southwest corner of the herein described tract, said point also being in the east line of a 150-foot wide Harris County Flood Control District Drainage Easement as recorded under Film Code No. 354130 of the Harris County Map Records;

THENCE, N 02° 37' 06" W, along the east line of said 150-foot wide Drainage Easement, a distance of 245.74 feet to an angle point;

THENCE, N 18° 20' 20" W, continuing along the east line of said 150-foot wide Drainage Easement, a distance of 319.67 feet to a point in the south line of said Unrestricted Reserve "E" of Westminster Plaza;

THENCE, N 87° 46' 51" E, along the south line of said Unrestricted Reserve "E", a distance of 1,250.97 feet to the POINT OF BEGINNING and containing 14.9696 acres of land. This description is based on a compilation of data and does not reflect a staked boundary survey.

Order: y8e-xt-FWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs



CLARK SURVEYING COMPANY

1315 SHERWOOD FOREST DR. — HOUSTON, TEXAS 77043-4837 — 713/461-1400 — FAX 713/461-3839

December 20, 1994

Field Notes

Description of a 165.4020 acre tract of land (7,204,910 square feet) being part of that certain called 457.8748 acre tract of record under Harris County Clerk's File Number N297727, situated in the William Hardin Survey Abstract No. 24, the Henry Woodruff Survey, Abstract No. 844, the Reynold Reynolds Survey, Abstract No. 622 and the Eugene Pillot Survey, Abstract No. 631, Harris County, Texas, said 191.2257 acre tract of land being more particularly described by metes and bounds as follows with bearings being referenced to the north right-of-way line of Richmond Road, (100 feet wide) recorded under Harris County Clerk's File Number K034871;

Commencing at a 5/8-inch iron rod found in the north right-of-way line of said Richmond Road in the line common to said called 457.8748 acre tract and that certain Partition Agreement tract of record under Harris County Clerk's File Number G434814, and that certain Special Warranty Deed tract of record under Harris County Clerk's File Number G439807, said point also being the northwest corner of that portion of Richmond Road right-of-way as recorded in said Harris County Clerk's File No. K034871;

THENCE, S 02° 26' 40" E, along said common line of 457.8748 acre tract and said Partition Agreement tract and Special Warranty Deed tract, a distance of 424.17 feet to a 5/8-inch iron rod found for corner;

THENCE, S 02° 34' 07" E, continuing along said common line, a distance of 2,504.36 feet to a 5/8-inch iron rod found for corner, said point being the southeast corner of said Partition Agreement tract and Special Warranty Deed tract;

THENCE, S 58° 33' 50" W, continuing along said common line, a distance of 300.25 feet to a 5/8-inch iron rod found for corner,

THENCE, S 87° 22' 33" W, continuing along said common line, a distance of 346.09 feet to a 5/8-inch iron rod found in the east right-of-way line of Dairy Ashford Road (width varies), said point being the southwest corner of said Partition Agreement tract and Special Warranty Deed tract;

THENCE, S 02° 52' 31" E", along the east right-of-way line of said Dairy Ashford Road and along the west line of said 457.8748 acre tract, a distance of 100.00 feet to a 5/8-inch iron rod found in the south right-of-way line of a Harris County Flood Control District Drainage Ditch (200 feet wide), as recorded in Volume 6394, Page 53 of the Harris County Deed Records;

Order: X8E3XCFWV

Address: 3507 Shadowside

Order Date: 05-23-2019

Document not for resale

HomeWiseDocs

EXHIBIT B
Page 1 of 3

Page 2 of 3 - 165.4020 acres

THENCE, N 87° 22' 33" E, departing said east right-of-way line of Dairy Ashford Road and the west line of said 457.8748 acre tract and along the south right-of-way line of said Harris County Flood Control District Drainage Ditch, a distance of 180.00 feet to a 5/8-inch iron rod found for the POINT OF BEGINNING and the northwest corner of the herein described tract;

THENCE, N 87° 22' 33" E, continuing along said south right-of-way line of Harris County Flood Control District Drainage Ditch, a distance of 1,199.11 feet to a 5/8-inch iron rod set for the beginning of a curve to the left;

THENCE, northeasterly, continuing along said south right-of-way line and the arc of said curve to the left having a radius of 1,245.92 feet, a central angle of 30° 00' 00", a chord bearing N 72° 22' 33" E, 644.94 feet, a total arc distance of 652.36 feet to a 5/8-inch iron rod set at a point of tangency;

THENCE, N 57° 22' 33" E, continuing along said south right-of-way line, a distance of 123.75 feet to a 5/8-inch iron rod set for the beginning of a curve to the right;

THENCE, northeasterly, continuing along said south right-of-way line and the arc of said curve to the right having a radius of 1,045.92 feet, a central angle of 30° 00' 00", a chord bearing N 72° 22' 33" E, 541.41 feet, a total arc distance of 547.64 feet to a 5/8-inch iron rod set at a point of tangency;

THENCE, N 87° 22' 33" E, continuing along said south right-of-way line, a distance of 435.91 feet to a 5/8-inch iron rod found for corner, said point being the northwest corner of a called 23.0000 acre tract as recorded under Harris County Clerk's File Number K897147 and the northeast corner of the herein described tract;

THENCE, S 02° 36' 00" E, departing said south right-of-way line and along the west line of said 23.0000 acre tract, a distance of 2,610.83 feet to a 5/8-inch iron rod found in the north right-of-way line of the S.A. & A.P. Railroad (100 feet wide), said point being the southeast corner of the herein described tract;

THENCE, S 82° 54' 00" W, along the north right-of-way line of said S.A. & A.P. Railroad, a distance of 1,789.94 feet to a 5/8-inch iron rod found for corner;

THENCE, S 82° 59' 30" W, continuing along the north right-of-way line of said S.A. & A.P. Railroad, a distance of 1,094.92 feet to a 5/8-inch iron rod set for corner;

Page 3 of 3 - 165.4020 acres

THENCE, N 02° 52' 31" W, departing said north right-of-way line of the S.A. & A.P. Railroad, a distance of 902.17 feet to a 5/8-inch iron rod set for corner;

THENCE, S 87° 07' 29" W, a distance of 180.00 feet to a 5/8-inch iron rod set in the east right-of-way line of the aforesaid Dairy Ashford Road and the west line of the aforesaid 457.8745 acre tract,

THENCE, N 02° 52' 31" W, along the east right-of-way line of said Dairy Ashford Road and the west line of the aforesaid 457.8745 acre tract, a distance of 192.78 feet to a 5/8-inch iron rod set for corner;

THENCE, N 87° 07' 29" E, departing the east right-of-way line of said Dairy Ashford Road and the west line of said 457.8745 acre tract, a distance of 180.00 feet to a 5/8-inch iron rod set for corner;

THENCE, N 02° 52' 31" W, a distance of 1,370.36 feet to the POINT OF BEGINNING and containing 165.4020 acres of land. This description is based on a ground survey and plat prepared by David J. Millard, Registered Professional Land Surveyor, dated December 20, 1994.

David J. Millard R.P.L.S. No. 3923

Miller Engineers
93-10-3533
3533165.FN

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

NOV 20 1996



Beverly B. Lyfman
COUNTY CLERK
HARRIS COUNTY TEXAS

Order No. 3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

EXHIBIT B
Page 3 of 3

RECORDING RETURN TO:
Fox Pgw... Esq.
well & Co.
131 McKinney Avenue, #200
Dallas, Texas 75204

PRIORITY TITLE

518-20-2735

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SHADOWLAKE SECTIONS NINE AND TEN

04/27/98 300181409 5983694

\$11.00

S983694

This FIRST AMENDMENT is made by JIM SOWELL CONSTRUCTION CO., INC. (the "Declarant").

RECITALS

A. Reference is hereby made to that certain Declaration of Covenants, Conditions, and Restrictions Shadowlake Sections Nine and Ten dated February 4, 1998, which instrument is filed under Clerk's File No. S851034, and recorded under File Sequence Number 516-84-1846 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration"). All terms defined in the Declaration are used in this First Amendment with the same meanings.

B. Article VII, Section 2 of the Declaration provides that the Declaration may be amended at any time by the Owners of a majority of the land area within Section Nine and Section Ten (excluding Common Areas and the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat), provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005.

C. Declarant is the Owner of all of the land area within Section Nine and Section Ten (excluding Common Areas and the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat). Declarant signs this First Amendment both in its capacity as Declarant under the Declaration and in its capacity as the Owner of all of the land area within Section Nine and Section Ten (excluding Common Areas and the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat).

ACCORDINGLY, Declarant hereby adopts, and agrees and consents to, the terms and provisions of this First Amendment and declares that the Declaration is amended as hereinafter set forth.

I. AMENDMENT TO THE DECLARATION.

The Declaration is hereby amended and modified by deleting therefrom in its entirety the provision identified as Article II, Section 3, paragraph b and by replacing such deleted provision with the following new Article II, Section 3, paragraph b:

b. For Lots 1 through 24 (inclusive), Block 2 of Section Nine, Lots 1 through 14 (inclusive) and 26 through 32 (inclusive), Block 3 of Section Nine and Lots 1 and 2, Block 4 of Section Nine, if a residence is to include a front-entry garage with the garage doors facing the street or cul-de-sac servicing such Lot, no residence shall be constructed nearer than (as is applicable) (i) twenty (20) feet from the right-of-way of the cul-de-sac servicing such Lot or (ii) twenty-five (25) feet from the right-of-way of the street (not a cul-de-sac) servicing such Lot; provided that, this paragraph (b) shall not apply to any such Lot containing a detached garage located behind the rear line of the residence; provided further that, this paragraph (b) shall not apply to any such Lot on which is constructed a residence having a front porch that is covered by an overhanging roof with a depth of four (4) feet or more and a width representing thirty (30) percent or more of the front elevation of such residence.

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SHADOWLAKE SECTIONS NINE AND TEN -- Page 1

K:\SHADOWLAKE CCR-Supp-SL9-1A.mend

Order: X8E3XCFWV
Address: 3507 Shadowside Ct
Order Date: 05-23-2019
Document not for resale
HomeWiseDocs

RECORDER
HARRIS COUNTY, TEXAS

98 APR 27 PM 1:39

FILED

2. MISCELLANEOUS PROVISIONS

(a) The terms and provisions of this First Amendment shall modify and supersede all terms and provisions of the Declaration that are in irreconcilable conflict herewith, and, except as so modified and superseded by this First Amendment, the terms and provisions of the Declaration are ratified and confirmed and shall continue in full force and effect.

(b) The headings in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment.

IN WITNESS WHEREOF, Declarant has executed this First Amendment on the date set forth in the acknowledgment.

DECLARANT: JIM SOWELL CONSTRUCTION CO., INC.

By: [Signature]
Stephen L. Brown, President

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of March, 1998, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

My Commission Expires: _____

Name printed or typed _____

APPROVAL BY LIENHOLDER:
COMBINED MASTER RETIREMENT TRUST

By: [Signature]
Name: KEITH A. JOHNSON
Title: ADMINISTRATOR

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW THE 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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

APR 27 1998



[Signature]
COUNTY CLERK
HARRIS COUNTY TEXAS

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SHADOWLAKE SECTIONS NINE AND TEN -- Page 2
K:\SHADOWLAKE\CCR-Supp-SL9-1Amend

Return to: SS
Priority Title
P. O. Box 2883
Houston, TX 77252

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SHADOWLAKE SECTIONS NINE AND TEN

Lee

This Supplemental Declaration of Covenants, Conditions and Restrictions for SHADOWLAKE SECTIONS NINE AND TEN is made as of the date hereinafter stated by Jim Sowell Construction Co., Inc., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated as of November 14, 1994, which is filed under Clerk's File No. R152243 and recorded under File Sequence Number 501-80-0728 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration") and which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded under File Sequence Number 504-63-2995 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, the Declaration has been corrected by Certificate of Correction dated December 18, 1995, which instrument is filed under Clerk's File No. R724187 and recorded under File Sequence Number 506-60-2753 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Certificate of Correction); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Four and Five) dated December 20, 1995, which instrument is filed under Clerk's File No. R741677 and recorded under File Sequence Number 506-76-3385 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Section Six) dated May 1, 1996, which instrument is filed under Clerk's File No. R973232 and recorded under File Sequence Number 508-77-3139 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

FILED FOR RECORD
8:00 AM

FEB 9 1998

Beverly B. Fairman
County Clerk, Harris County, Texas

WHEREAS, the Declaration has been further amended by Second Amendment to Declaration of Covenants, Conditions & Restrictions for Shadowlake Single Family Residential, which instrument is filed under Clerk's File No. S189177 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Second Amendment); and ✓

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, Declarant caused a Texas non-profit corporation to be formed named the Shadowlake Homeowners Association, Inc. (hereinafter referred to as the "Association"), the purpose of which is to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land affected by the Declaration and any additions thereto which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, in accordance with the provisions of Article I, Section 3 of the Declaration, by that certain Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Seven through Twelve) dated November 6, 1996, which instrument is filed under Clerk's File No. S214819 in the Official Public Records of Real Property of Harris County, Texas, Declarant and the Association annexed into the jurisdiction of the Association (among other property) (a) the approximately 93.7-acre tract of land which has been designated as SHADOWLAKE SECTION NINE, a subdivision of land in the City of Houston, Harris County, Texas ("Section Nine"), according to the plat thereof recorded under Film Code No. 392032 of the Map Records of Harris County, Texas (the "Section Nine Plat") and (b) the approximately 23.0-acre tract of land which has been designated as SHADOWLAKE SECTION TEN, a subdivision of land in the City of Houston, Harris County, Texas ("Section Ten"), according to the plat thereof recorded under Film Code No. 392041 of the Map Records of Harris County, Texas ("Section Ten Plat") (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant wishes to subject Section Nine and Section Ten to certain provisions of the Declaration and to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Declarant hereby declares that Sections Nine and Ten shall be held, transferred, sold, conveyed, used and occupied subject to the provisions of the Declaration, which is incorporated herein by reference as if fully set out herein, except as to such provisions which may be inconsistent with the provisions of this Supplemental Declaration, and subject to the following covenants, conditions and restrictions which shall run with the land and be binding on

all parties having any right, title or interest in Sections Nine or Ten or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, to wit:

ARTICLE I

GENERAL PROVISIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined or modified herein shall have the meanings ascribed to them in the Declaration.

Section 1. Definitions.

a. "Common Areas" shall include (i) Restricted Reserves "A", "B" and "D" of Section Nine, as shown and designated on the Section Nine Plat, (ii) Restricted Reserve "A" of Section Ten, as shown and designated on the Section Ten Plat, (iii) the entry gate and gatehouse (if any) within Section Nine, (iv) the streets and sidewalks within Section Nine or Section Ten, (v) the easements created for the benefit of the Association under Article III hereof affecting Lots 1 and 2, Block 4 of Section Nine and Lots 1 through 8 (inclusive), 10 and 11, Block 3 of Section Nine and (vi) Lot 49, Block 1 of Section Ten, but only if the Association hereafter receives a conveyance of the fee simple title to such Lot 49 (in which case, and at which time, such Lot 49 shall be deemed to not be a "Lot" under the Declaration and this Supplemental Declaration); provided that, the inclusion of these Section Nine and Section Ten properties as "Common Areas" shall not be deemed to create or recognize any right or easement in favor of any Member of the Association who is not an Owner of a Lot in such Section to gain entry into such Section or enter upon or enjoy any of the Common Areas located within such Section, except as specifically set forth in Article V, Section 1 of this Supplemental Declaration.

b. "Property," as used in this Supplemental Declaration, shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Supplemental Declaration or any other Supplemental Declaration under the provisions of the Declaration.

Section 2. Property Subject to Supplemental Declaration. The real property covered by this Supplemental Declaration is all of the real property referred to as (a) Shadowlake Section Nine, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 392032 of the Map Records of Harris County, Texas and (b) Shadowlake Section Ten, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. 392041 of the Map Records of Harris County, Texas.

ARTICLE II

COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the Lots in Section Nine and Section Ten.

a. The total floor area of any single-story dwelling constructed on any Lot in Section Nine (other than Lot 1, Block 3 or Lot 1, Block 4, Section Nine), exclusive of open porches and garages, shall not be less than 1,400 square feet.

b. The total floor area of any two-story dwelling constructed on any Lot in Section Nine (other than Lot 1, Block 3 or Lot 1, Block 4, Section Nine), exclusive of open porches and garages, shall not be less than 1,600 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

c. The total floor area of any single-story dwelling constructed on Lot 1, Block 3, Section Nine, Lot 1, Block 4, Section Nine, or on any Lot in Section Ten, exclusive of open porches and garages, shall not be less than 1,800 square feet.

d. The total floor area of any two-story dwelling constructed on Lot 1, Block 3, Section Nine, Lot 1, Block 4, Section Nine, or on any Lot in Section Ten, exclusive of open porches and garages, shall not be less than 2,000 square feet, and the floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

e. Each Lot in Section Nine or Section Ten that has a boundary line in common with the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat) shall have a fence constructed on the side and rear lot lines of such Lot, which fence shall (i) begin on each side lot line at the point of the front line of the residence situated on such Lot and continue to and across the rear lot line of such Lot and (b) comply with the requirements or restrictions of this paragraph. No other fences shall be required in Section Nine or Section Ten, but all permitted fences shall comply with the requirements or restrictions of this paragraph.

(i) In no case may a fence be located closer to the front of any Lot than the front line of the residence situated thereon.

(ii) The fence constructed on the rear lot line of a Lot in Section Nine or Section Ten that has a common boundary line with such Restricted Reserve "C" shall be constructed of black wrought iron and shall be four (4) feet in height with the pickets spaced on four inch centers.

(iii) The fence constructed on any side lot line of a Lot in Section Nine and Section Ten that has a common boundary line with such Restricted Reserve "C" shall comply with the following: All portions of the fence located within sixteen feet (16') of such Restricted Reserve "C" shall be constructed of black wrought iron and shall be four (4) feet in height with the pickets spaced on four inch centers (such sixteen feet being measured by the most direct path to such Restricted Reserve "C" and not necessarily along the lot line; the purpose of this restriction being to create a 16' strip adjacent to the boundary line of such Restricted Reserve "C" within which all fencing is wrought iron).

(iv) All portions of a fence on any Lot in Section Nine or Section Ten located beyond sixteen feet (16') from such Restricted Reserve "C" shall be constructed of wood and shall be six (6) feet in height unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

(v) Notwithstanding the general application of the preceding subparagraphs (i) through (iv) of this paragraph (e), the following specific provisions shall also apply to the identified lots and shall control over the preceding subparagraphs of this paragraph (e) to the extent of any conflict or inconsistency:

(A) For Lot 11, Block 3 of Section Nine, no fence is required to be constructed on the westernmost lot line or the northernmost lot line of such Lot, and if a fence is constructed on either such lot line, such fence shall be constructed of wood and shall be six (6) feet in height; and

(B) For the purpose only of determining the applicability of the fence restrictions (and for no other purpose), the side and rear lot lines of Lots 13 and 24, Block 3 of Section Nine, and of Lot 41, Block 1 of Section Ten, are designated and deemed to be as follows:

(1) For Lot 13, Block 3 of Section Nine (1) the "rear" lot line of such Lot shall be deemed to be the lot line that is a common boundary with such Restricted Reserve "C", (2) the "side" lot lines of such Lot shall be deemed to be the two lot lines that are common boundaries with, respectively, Lot 12, Block 3 of Section Nine and Lot 15, Block 3 of Section Nine and (3) no other lot line shall be considered or treated as a rear or side lot line;

(2) For Lot 24, Block 3 of Section Nine (1) the "rear" lot line of such Lot shall be deemed to be the lot line that is a common boundary with such Restricted Reserve "C", (2) the "side" lot lines of such Lot shall be deemed to be the two lot lines that are common boundaries with, respectively, Lot 23, Block 3 of Section Nine and Lot 41, Block 1 of Section Ten and (3) no other lot line shall be considered or treated as a rear or side lot line; and

(3) For Lot 41, Block 1 of Section Ten (1) the "rear" lot line of such Lot shall be deemed to be the lot line that is a common boundary with such Restricted Reserve "C", (2) the "side" lot lines of such Lot shall be deemed to be the two lot lines that are common boundaries with, respectively, Lot 24, Block 3 of Section Nine and Lot 40, Block 1 of Section Ten and (3) no other lot line shall be considered or treated as a rear or side lot line.

f. For Lots 42 through 49 (inclusive), Block 1, Lots 1 through 16 (inclusive), Block 2 and Lots 1 through 30 (inclusive), Block 3, of Section Ten, no garage shall be constructed or erected upon such Lot with the entrance to such garage facing the road or street that services such Lot (*i.e.*, no front-entry garages), except in the case of a detached garage located behind the rear line of the residence, or unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee. No detached garage shall be constructed on any Lot in Section Nine or Section Ten that has a boundary line in common with the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat), except as follows: For Lots 13 and 24, Block 1 of Section Nine, and for Lot 41, Block 1 of Section Ten, a detached garage may be constructed with the approval of the Architectural Control Committee if the garage is located close enough to the northernmost lot line of such Lot (and a sufficient distance from the boundary line of such Restricted Reserve "C") so that the Architectural

Control Committee determines, in its sole judgment, that the location of the detached garage will not materially impair the open views from the Lots to and across such Restricted Reserve "C". For each Lot in Section Nine or Section Ten on which a detached garage is permitted, if a detached garage is constructed, then the driveway leading from such garage must connect to only the street or cul-de-sac servicing such Lot (which is identified by the street address assigned to such Lot).

g. On any Lot in Section Nine or Section Ten that has a boundary line in common with the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat) (i) the exterior walls of the rear elevation (being that elevation facing such boundary line) of any residence or dwelling constructed on such Lot, exclusive of doors and windows, shall be 100% masonry, stone, brick or stucco construction, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee, and (ii) all chimneys constructed or erected as a component of such rear elevation shall be of masonry, stone, brick or stucco construction, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

Section 2. Landscaping.

a. Landscaping shall provide for (a) a minimum of two (2) live oak trees each of at least 4" caliper in the front yard (unless another variety is specifically approved in writing by the Architectural Control Committee), (b) the planting of bushes of a minimum size of 5 gallons along the entire front of the residence and (c) a free-standing gas lighting fixture, and support pole, to be located on the front yard of each Lot.

b. The rear yard of each Lot in Section Nine or Section Ten that has a boundary line in common with the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat) shall be completely sodded by the Builder upon completion of the residence; as used in this paragraph, the term "rear yard" shall mean and include all portions of such Lot that are situated between (i) such common boundary line and (ii) a line crossing the entire Lot in a direction roughly parallel to such common boundary line and at a location that intersects the point of such residence that is nearest to such common boundary line.

Section 3. Front Setback. The following building front setback requirements of this Section 3 shall supplement (not replace or supersede) the building lines and building setback requirements shown on the Section Nine Plat and the Section Ten Plat (such that if the relevant Plat and this Section provide two different distances for front setback, the lengthier distance of the two must be complied with).

a. No residence shall be constructed on any Lot in Section Nine or Section Ten nearer than (as is applicable) (i) fifteen (15) feet from the right-of-way of the cul-de-sac servicing such Lot or (ii) twenty (20) feet from the right-of-way of the street (not a cul-de-sac) servicing such Lot; provided that, this paragraph shall not apply to those Lots that are subject to a twenty (20) foot or twenty-five (25) foot building line as set forth on the Section Nine Plat (being Lots 1 through 13, inclusive, Block 1 of Section Nine and Lots 15 through 25, inclusive, Block 3 of Section Nine) or on the Section Ten Plat (being Lots 1 through 42, inclusive, Block 1 of Section Ten).

b. For Lots 1 through 24 (inclusive), Block 2 of Section Nine, Lots 1 through 14 (inclusive) and 26 through 32 (inclusive), Block 3 of Section Nine and Lots 1 and 2, Block 4 of Section Nine, if a residence is to include a front-entry garage with the garage doors facing the street or cul-de-sac servicing

such Lot, no residence shall be constructed nearer than (as is applicable) (i) twenty (20) feet from the right-of-way of the cul-de-sac servicing such Lot or (ii) twenty-five (25) feet from the right-of-way of the street (not a cul-de-sac) servicing such Lot; provided that, this paragraph (b) shall not apply to any such Lot containing a detached garage located behind the rear line of the residence; provided further that, this paragraph (b) shall not apply to any such Lot on which is constructed a residence having a front porch that is covered by an overhanging roof with a depth of six (6) feet or more and a width representing thirty (30) percent of more of the front elevation of such residence.

Section 4. Rear Setback. The following building rear setback requirements of this Section 4 shall supplement (not replace or supersede) the building lines and building setback requirements shown on the Section Nine Plat and the Section Ten Plat (such that if the relevant Plat and this Section provide two different distances for rear setback, the lengthier distance of the two must be complied with): No residence or detached garage shall be constructed on any Lot in Section Nine or Section Ten nearer than eight (8) feet from the boundary line of the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat).

Section 5. Underground Electric Service. An underground electric distribution system will be installed in the Section Nine and Ten subdivisions, designated herein as Underground Residential Subdivision, which under ground service area embraces all the Lots which are platted in the subdivisions at the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 at the 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. Declarant has, either by designation on the plat of the subdivision or by separate instrument(s), granted (or Declarant will grant) necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted (or will grant) to each Owner of a Lot reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed (or will install) the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, all of which are designed to be

permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) (each a "Reserve") shown on the Section Nine Plat or the Section Ten Plat, as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

Section 1. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across Lots 1 and 2, Block 4 of Section Nine and Lots 1 through 8 (inclusive), 10 and 11, Block 3 of Section Nine, for the purposes of constructing, maintaining, repairing, replacing and reconstructing a brick wall or fence along the west lot line of each such Lot, together with the right to enter upon any such Lot as may be reasonably necessary to construct, maintain, repair, replace or reconstruct such wall or fence.

ARTICLE IV

SECTION NINE AND TEN REGULAR ANNUAL ASSESSMENT

Section 1. Section Nine and Ten Regular Annual Assessments Generally. In addition to the amount of the Regular Annual Assessment levied against each Section Nine or Section Ten Lot pursuant to the Declaration, an additional Regular Annual Assessment (the "Section Nine and Ten Regular Annual Assessment") may be levied against each Section Nine or Section Ten Lot by the Board of Directors. The levy of a Section Nine or Ten Regular Annual Assessment shall be permitted as an exception to, and shall not be limited by, the provisions of Sections 3.b. or 3.c. of Article III of the Declaration. Except as specifically provided in this Article IV of this Supplemental Declaration, the Section Nine and Ten Regular Annual Assessment shall be treated as a Regular Annual Assessment under the Declaration and shall be subject to all the terms and provisions of the Declaration that apply to a Regular Annual Assessment.

Section 2. Purpose of Section Nine and Ten Regular Annual Assessment. In addition to those purposes, uses and benefits of Regular Annual Assessments that are permitted under the Declaration, the use of Section Nine and Ten Regular Annual Assessments may include without limitation, the financing of the operation, maintenance, repair, and improvement of any facility on or use made of Lot 49, Block 1 of Section Ten (but only if such Lot 49 becomes Common Area), the entry gate and gatehouse (if any), streets, sidewalks and other Common Areas within Section Nine or Section Ten, including funding of appropriate reserves for future repair, replacement and improvement of same.

Section 3. Basis for Section Nine and Ten Regular Annual Assessment.

a. Subject to the provisions of subsection (d) of Section 3 of Article III of the Declaration, Section Nine and Ten Regular Annual Assessments shall be levied equally against each Section Nine Lot and each Section Ten Lot by the Board of Directors of the Association on an annual basis. After consideration of current costs and future needs of the Association in general and the Section Nine and Section Ten Property in particular, the Board shall fix the Section Nine and Ten Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

b. Although the property contained within Section Nine includes that area described as Restricted Reserve "C" on the Section Nine Plat, such Restricted Reserve "C" is restricted by the Section Nine Plat to use as a detention area. This Restricted Reserve "C" is not included within Common Area of Section Nine. Declarant expects and intends that the general funds of the Association (collected as Regular Annual Assessments charged against all Lots within the jurisdiction of the Association) may be used by the Board of Directors, under its authorities granted by Sections 2 and 3 of Article III of the Declaration, to fund the design, development, installation, operation, maintenance, repair and cleaning of the Restricted Reserve "C" detention area (including without limitation the water well and electric meter used to control the water elevation thereof, and located or to be located near the southwest corner of Section Nine). It is also possible that the Board of Directors could determine to fund such costs and future needs of the Restricted Reserve "C" detention area in whole or in part with assessments charged to the Owners of Lots in Section Nine, Section Ten, "Section Eleven" (as hereinafter defined) and "Section Twelve" (as hereinafter defined). Accordingly, in considering the current costs and future needs of the Section Nine and Section Ten Property pursuant to the preceding paragraph for the purpose of setting the Section Nine and Ten Regular Annual Assessments, the Board of Directors is not required (but is permitted) to consider any or all such costs and future needs that might be associated with the Restrictive Reserve "C" detention area.

Section 4. Maximum Section Nine and Ten Regular Annual Assessment. Until January 1, 1999, the maximum Section Nine and Ten Regular Annual Assessment shall be \$175.00 for each Section Nine Lot and each Section Ten Lot. From and after January 1, 1999, the maximum Section Nine and Ten Regular Annual Assessment may be increased each year not more than twenty percent (20%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Section Nine and Ten Regular Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association (in this case, based solely upon those Members who are Owners of a Section Nine Lot or a Section Ten Lot) by voting in person or by proxy at a meeting called for such purpose. Although only Members who are Owners of a Section Nine Lot or a Section Ten Lot shall be accounted for in calculating whether such an increase is approved by a majority of the total eligible votes, such a vote may be taken at a meeting of the Association or a

separate meeting of only those Members who are Owners of a Section Nine Lot or a Section Ten Lot. In all other respects, any such meeting and any such vote shall be subject to all of the terms and provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association that are applicable to meetings and votes of Members (and in the case of a separate meeting of only those Members who are Owners of a Section Nine Lot or a Section Ten Lot, such terms and provisions shall apply as if the Members included only those Members who are Owners of a Section Nine Lot or a Section Ten Lot).

ARTICLE V

COMMON PROPERTIES; RESTRICTED RESERVE "C" DETENTION AREA

Section 1. Common Areas Within Section Nine or Section Ten. Subject to the provisions of Section 2 of this Article V, and subject to the other terms and provisions of the Declaration, every Member of the Association that owns a Lot in Section Nine or in Section Ten, and every Member of the Association that owns a lot (to be designated as such in one or more plats to be recorded hereafter) in "Section Eleven" or "Section Twelve" (as each such term is hereinafter defined), shall have a non-exclusive right and easement of enjoyment in and to the Common Areas as defined in this Supplemental Declaration. No other Member of the Association shall have such right and easement in and to the Common Areas as defined in this Supplemental Declaration. As used herein, the term "Section Eleven" means the approximately 24.3-acre tract of land which has been referred to as SHADOWLAKE SECTION ELEVEN, a subdivision of land in the City of Houston, Harris County, Texas, more fully described on Exhibit "A" attached hereto and incorporated herein; and the term "Section Twelve" means the approximately 24.6-acre tract of land which has been referred to as SHADOWLAKE SECTION TWELVE, a subdivision of land in the City of Houston, Harris County, Texas, more fully described on Exhibit "B" attached hereto and incorporated herein.

Section 2. Extent of Easements. In addition to those items and matters to which the rights and easements of enjoyment created under the Declaration or this Supplemental Declaration are subject, the rights and easements of enjoyment in and to the Common Areas within Section Nine or Section Ten shall be subject to the right of the Association to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing the use of those Common Areas. Without limiting the generality of the foregoing sentence, the rules, regulations, mechanisms and procedures governing the use of the Common Areas within Section Nine or Section Ten may include without limitation, the following:

- a. Identification and entry programs for Members who are Owners of Lots in Section Nine, Ten, Eleven or Twelve, their respective immediate families, their guests and vehicles owned or driven by any of them or others;
- b. Speed limits, designated parking areas, restricted parking areas and no-parking areas;
- c. Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- d. A system of "fines" through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and

e. Disclaimers of liability for any and all matters or occurrences on or related to (i) the Common Areas located in Section Nine or Section Ten and (ii) the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat (which is not Common Area).

Section 3. Restricted Reserve "C" Detention Area. As stated above, the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat, is not included within the Common Area of Section Nine. It is not contemplated that the Association will own Restricted Reserve "C". It is contemplated, though no assurance is herein given (and no representation made or intended hereby) that Declarant may ultimately convey such Restricted Reserve "C" to the Harris County Municipal Utility District No. 359. Regardless of who may be the owner of such Restricted Reserve "C" from time to time, no Owner of any Lot in Section Nine or Ten, nor any other person, shall be permitted or authorized to (a) use or operate on or in the water of such Restricted Reserve "C" any watercraft (whether with or without a power source) capable of carrying or supporting a human being, (b) use or operate on or in the water of such Restricted Reserve "C" any other watercraft (although the owner of Restricted Reserve "C" may from time to time permit small electric-powered toy boats to be so operated), (c) draw water from such Restricted Reserve "C" or (d) swim or engage in any other activity on or in the water of such Restricted Reserve "C" (although the owner of Restricted Reserve "C" may from time to time permit fishing to occur). In addition, the owner of Restricted Reserve "C" may construct a small area within Restricted Reserve "C" suitable for Owners of Lots in Sections Nine, Ten, Eleven or Twelve to congregate, socialize and view the water of such Restricted Reserve "C", and the owner of such Restricted Reserve "C" may from time to time permit such activity in such area. ANY PERMITTED ACTIVITY IN OR RELATED TO SUCH RESTRICTED RESERVE "C" THAT IS ENGAGED IN BY ANY OWNER OF ANY LOT IN SECTIONS NINE, TEN, ELEVEN OR TWELVE SHALL BE PURSUED WITH FULL ASSUMPTION BY SUCH OWNER OF ALL RISKS OF ANY DANGER OR DEFECT (LATENT OR OTHERWISE) EXISTING WITHIN SUCH RESTRICTED RESERVE "C", AND THE OWNER OF SUCH RESTRICTED RESERVE "C" SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ANY PERSON FOR ANY INJURY, LOSS OR HARM SUFFERED ARISING OUT OF ANY SUCH ACTIVITY (INCLUDING ANY CAUSED BY THE NEGLIGENCE OF SUCH OWNER OF SUCH RESTRICTED RESERVE "C").

ARTICLE VI

POLICY CONCERNING SECURITY ARRANGEMENTS

Section 1. Policy Generally. The streets within Section Nine and Section Ten are "private streets". The Declarant and the Association have arranged to construct an entry gate at the entrance to the Section Nine private streets. The Declarant and the Association hope that the controlled access gated entrance and private streets concept will discourage undesired and unauthorized vehicular traffic within the Section Nine and Section Ten community and foster a higher degree of peace and tranquility.

Section 2. No Guarantee. Although the Declarant and the Association believe that the existence and visibility of the controlled access gated entrance and private streets concept may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Section Nine and Section Ten community, neither Declarant nor the Association warrant or guarantee that (a) these arrangements are or will be sufficient or adequate to diminish or eliminate the commission of crimes against persons or property or (b) such acts will not be attempted or actually occur within the Section Nine or Section Ten

community. These arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available from the City of Houston.

Section 3. No Liability. Neither the Declarant nor the Association carries or is obligated to carry any insurance pertaining to, nor do they assume any liability or responsibility for, the real or personal property of the Members who are Owners of a Section Nine or Section Ten Lot (or their respective family members or guests). Each Member who is an Owner of a Section Nine or Section Ten Lot understands, covenants and agrees with the Association (for the benefit of the Association and the Declarant) as follows:

a. That, in connection with the development, construction, operation, maintenance or repair of any security system or private streets, neither the Association nor the Declarant owes any duty to any Member (or its family members or guests) to diminish or eliminate the commission of crimes against persons or property within Section Nine or Section Ten, and neither the Association nor the Declarant has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of such Member or any family member or guest of such Member;

b. That such Member hereby releases and holds harmless the Association and Declarant (even if either is negligent) from any liability, claims, causes of action or damages of any kind or character whatsoever directly or indirectly arising out of or related to any and all aspects of the security system and private streets within Section Nine or Section Ten, including without limitation, the following:

i. The interviewing, hiring, training, licensing, bonding or employment of any personnel operating or monitoring any security system or private street;

ii. The instructions, directions and guidelines given to or by such personnel;

iii. The duties, performance, actions, inactions or omissions of or by such personnel;
and

iv. The structural integrity, adequacy or effectiveness of any controlled access gated entrance system or any other component of any security system, and the development, construction, operation, maintenance or repair thereof, at or outside the entrance of, or within, Section Nine or Section Ten; and

c. Each Member who is an Owner of a Section Nine or Section Ten Lot (and its family members and guests) will cooperate with the Association and the Architectural Control Committee in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within Section Nine and Section Ten and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time related to the entry upon and use of any private streets and other Common Areas within Section Nine or Section Ten.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Supplemental Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Supplemental Declaration is recorded, and continuing through and including December 31, 2025, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by the owners of a majority of the land area within Section Nine and Section Ten (excluding Common Areas and the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat).

Section 2. Amendment. This Supplemental Declaration may be amended or terminated at any time by the Owners of a majority of the land area within Section Nine and Section Ten (excluding Common Areas and the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat), provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with (a) either the signatures of the requisite number of the Owners of the property or the affidavit of the Secretary of the Association certifying that the amendment or termination was approved by the requisite number of Owners of the property and (b) the signature of Declarant if prior to January 1, 2005.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 5. Titles. The title of the Articles and Sections contained in this Supplemental Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

Section 6. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control as to Section Nine and Section Ten.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the 4 day of February 1998.

DECLARANT:

JIM SOWELL CONSTRUCTION CO., INC.

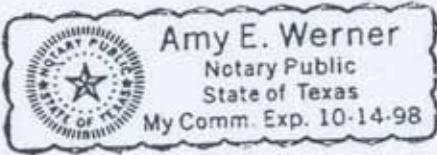
By:

[Signature]
Stephen L. Brown
President

16

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4 day of February, 1998, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Amy E Werner
Name printed or typed
My Commission Expires: 10/14/98

APPROVAL OF LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST:

By: [Signature]
Name: KEITH A. JOHNSON
Title: ADMINISTRATOR

Ret
Sowell + Co
31317 McKinney #
Dallas TX 75206-3171



CLARK-GEOGRAM INC.
LAND SURVEYORS

516-84-1860

February 3, 1998

FIELD NOTES

Description of a 23.2945 acre tract of land (1,014,710 square feet) being out of a called 457.8748 acre tract of record under Harris County Clerk's File Number N297727, situated in the Eugene Pillot Survey, Abstract Number 631, the Henry Woodruff Survey, Abstract No. 844 and the Reynolds Reynolds Survey, Abstract Number 662, in Harris County, Texas, said 23.2954 acre tract of land being more particularly described as follows with bearings being referenced to the recorded plat of Shadowlake, Section Four, as recorded under Film Code No. 369084 of the Harris County Map Records:

BEGINNING at the northwest corner of LOT 2, BLOCK 4 of SHADOWLAKE SECTION NINE as recorded in Film Code No. 392032 of the Harris County Map Records;

THENCE, North 02° 52' 31" West, a distance of 594.73 feet to an angle point,

THENCE, South 87° 07' 29" West, a distance of 140.00 feet to an angle point,

THENCE, South 42° 07' 29" West, a distance of 49.50 feet to a point in the east right-of-way line of Dairy Ashford Road (width varies) as recorded under Harris County Clerk's File No. G804179,;

THENCE, North 02°52'31" West, along the east right-of-way line of said Dairy Ashford Road, a distance of 210.00 feet to point;

THENCE, South 47°52'31" East, departing the east right-of-way line of said Dairy Ashford Road, a distance of 49.50 feet to an angle point;

THENCE, North 87° 07' 29" East, a distance of 140.00 feet to an angle point;

THENCE, North 02° 52' 31" West, a distance of 415.57 feet to a point in the south line of a 100 feet wide Harris County Flood Control Drainage Easement as recorded in Volume 6753, Page 78 of the Harris County Deed Records,

THENCE, North 87°22'23"East, along the south line of said Drainage Easement, a distance of 701.14 feet to the northeast corner of the herein described tract;

THENCE, South $02^{\circ}37'27''$ East, departing from the south line of said Drainage Easement, a distance of 51.00 feet to an angle point;

516-84-1861

THENCE, South $36^{\circ}31'31''$ East, a distance of 412.84 feet to an angle point;

THENCE, South $38^{\circ}19'02''$ East, a distance of 50.00 feet to an angle point;

THENCE, South $51^{\circ}40'58''$ West, a distance of 92.39 feet to the point of beginning of a curve to the left;

THENCE, southwesterly, along said curve to the left, having a radius of 25.00 feet, through a central angle of $88^{\circ}12'50''$ (the chords bears South $07^{\circ}34'44''$ West a distance of 34.80 feet) an arc distance of 38.49 feet to the point of tangency;

THENCE, South $36^{\circ}31'31''$ East, a distance of 185.09 feet to the point of beginning of a curve to the left;

THENCE, southeasterly, along said curve to the left, having a radius of 25.00 feet, through a central angle of $91^{\circ}46'45''$ (the chords bears South $82^{\circ}25'16''$ East a distance of 35.90 feet) an arc distance of 40.05 feet to the point of tangency;

THENCE, South $46^{\circ}23'14''$ East, distance of 4.27 feet to an angle point;

THENCE, South $38^{\circ}19'02''$ East, a distance of 50.00 feet to a point of beginning of a curve to the left;

THENCE, southwesterly, along said curve to the left, having a radius of 25.00 feet, through a central angle of $102^{\circ}11'32''$ (the chord bears South $00^{\circ}35'34''$ West a distance of 38.91 feet) an arc distance of 44.59 feet to an angle point;

THENCE, South $39^{\circ}30'10''$ West, a distance of 50.00 feet to a point of beginning of a curve to the left;

THENCE, northwesterly, along said curve to the left, having a radius of 325.00 feet, through a central angle of $03^{\circ}30'44''$ (the chord bears North $48^{\circ}44'28''$ West a distance of 19.92 feet) an arc distance of 19.92 feet to a point of compound curve to the left;

THENCE, northwesterly, along said curve to the left, having a radius of 25.00 feet, through a central angle of $81^{\circ}19'29''$ (the chords bears North $87^{\circ}39'03''$ West a distance of 32.58 feet) an arc distance of 35.48 feet to the point of tangency;

516-84-1862

THENCE, South $51^{\circ}40'58''$ West, a distance of 95.08 feet to an angle point;

THENCE, South $43^{\circ}33'43''$ East, a distance of 194.37 feet to a point in a northerly line of RESTRICTED RESERVE "C" of aforesaid SHADOWLAKE SECTION NINE, and in a curve to the right;

THENCE, southwesterly, continuing along said northerly line of RESTRICTED RESERVE "C" of said SHADOWLAKE SECTION NINE and said curve to the left, having a radius of 1850.00 feet, through a central angle of $01^{\circ}32'55''$ (the chord bears South $74^{\circ}48'52''$ West a distance of 50.00 feet) an arc distance of 50.00 feet to the point of tangency;

THENCE, South $74^{\circ}02'25''$ West, continuing along the northerly line of RESTRICTED RESERVE "C" of said SHADOW LAKE SECTION NINE, a distance of 290.20 feet to a point for the beginning of a curve to the left;

THENCE, southwesterly, continuing along said northerly line of RESTRICTED RESERVE "C" of said SHADOWLAKE SECTION NINE and said curve to the left having a radius of 1850.00 feet, through a central angle of $04^{\circ}25'16''$, (the chord bears South $71^{\circ}49'47''$ West a distance of 142.72 feet) an arc distance of 142.75 feet to the point of reverse curve to the right;

THENCE, southwesterly, continuing along said northerly line of RESTRICTED RESERVE "C" of said SHADOWLAKE SECTION NINE and said curve to the right having a radius of 940.00 feet, through a central angle of $17^{\circ}19'35''$, (the chord bears South $78^{\circ}16'57''$ West a distance of 283.18 feet) an arc distance of 284.26 feet to the point for tangency;

THENCE, South $86^{\circ}56'44''$ West, continuing along said northerly line of RESTRICTED RESERVE "C" of said SHADOWLAKE SECTION NINE, a distance of 94.35 feet to a point in the east right-of-way line of Shadow Cove Drive (a 50 foot wide right-of-way);

THENCE, South $87^{\circ}00'56''$ West, continuing along said northerly line of RESTRICTED RESERVE "C" of said SHADOWLAKE SECTION NINE, a distance of 170.00 feet to the POINT OF BEGINNING and containing 23.2945 acres (1,014,710 square feet) of land

Miller Engineers
3533-sec 11_fn.doc
revised February 3, 1998



CLARK-GEOGRAM INC.
LAND SURVEYORS

516-84-1863

February 3, 1998

FIELD NOTES

Description of a 25.5948 acre tract of land (1,114,911 square feet) being out of a called 457.8748 acre tract of record under Harris County Clerk's File Number N297727, situated in the Eugene Pillot Survey, Abstract Number 631, the Henry Woodruff Survey, Abstract No. 844 and the Reynolds Reynolds Survey, Abstract Number 662, in Harris County, Texas, said 25.5948 acre tract of land being more particularly described as follows with bearings being referenced to the recorded plat of SHADOWLAKE, SECTION FOUR, as recorded under Film Code No. 369084 of the Harris County Map Records:

COMMENCING at the northwest corner of LOT 2, BLOCK 4 of SHADOWLAKE SECTION NINE as recorded in Film Code No. 392032 of the Harris County Map Records:

THENCE, North $87^{\circ}00'56''$ East, along the northerly line of said LOT 2, BLOCK 4 a distance of 170.00 feet to a point in the easterly right-of-way line of Shadow Cove Drive (an 50 foot wide right-of-way), said point being the most westerly northwest corner of RESTRICTED RESERVE "C" of aforesaid SHADOWLAKE SECTION NINE;

THENCE, North $86^{\circ}56'44''$ East, along said northerly line of RESTRICTED RESERVE "C" of said SHADOWLAKE SECTION NINE, a distance of 94.35 feet to a point for the beginning of a curve to the left;

THENCE, northeasterly, continuing along said northerly line of RESTRICTED RESERVE "C" of said SHADOWLAKE SECTION NINE and said curve to the right having a radius of 940.00 feet, through a central angle of $17^{\circ}19'35''$, (the chord bears North $78^{\circ}16'57''$ East a distance of 283.18 feet) an arc distance of 284.26 feet to a point of reverse curve to the right;

THENCE, northeasterly, continuing along said northerly line of RESTRICTED RESERVE "C" of said SHADOWLAKE SECTION NINE and said curve to the left having a radius of 1850.00 feet, through a central angle of $04^{\circ}25'16''$, (the chord bears North $71^{\circ}49'47''$ East a distance of 142.72 feet) an arc distance of 142.75 feet to the point of tangency;

THENCE, North $87^{\circ}07'29''$ East, continuing along the northerly line of RESTRICTED RESERVE "C" of said SHADOW LAKE SECTION NINE, a distance of 290.20 feet to a point for the beginning of a curve to the right;

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SHADOWLAKE SECTIONS ELEVEN AND TWELVE**

This Supplemental Declaration of Covenants, Conditions and Restrictions for SHADOWLAKE SECTIONS ELEVEN AND TWELVE is made as of the date hereinafter stated by Jim Sowell Construction Co., Inc., a Texas corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions dated as of November 14, 1994, which is filed under Clerk's File No. R152243 and recorded under File Sequence Number 501-80-0728 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration") and which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, the Declaration has been amended by First Amendment dated June 12, 1995, which instrument is filed under Clerk's File No. R493372 and recorded under File Sequence Number 504-63-2995 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said amendment); and

WHEREAS, the Declaration has been corrected by Certificate of Correction dated December 18, 1995, which instrument is filed under Clerk's File No. R724187 and recorded under File Sequence Number 506-60-2753 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Certificate of Correction); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Four and Five) dated December 20, 1995, which instrument is filed under Clerk's File No. R741677 and recorded under File Sequence Number 506-76-3385 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, the Declaration has been further amended by Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Section Six) dated May 1, 1996, which instrument is filed under Clerk's File No. R973232 and recorded under File Sequence Number 508-77-3139 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, the Declaration has been further amended by Second Amendment to Declaration of Covenants, Conditions & Restrictions for Shadowlake Single Family Residential, which instrument is filed under Clerk's File No. S189177 in the Official Public Records of Real Property of Harris County, Texas (the term "Declaration" being deemed hereafter to include said Second Amendment); and

WHEREAS, as contemplated by the Declaration, and pursuant to the applicable provisions thereof, Declarant caused a Texas non-profit corporation to be formed named the Shadowlake Homeowners Association, Inc. (hereinafter referred to as the "Association"), the purpose of which is to collect, administer and disburse the maintenance assessments described in the Declaration and to provide for the maintenance, preservation and architectural control of the land affected by the Declaration and any additions thereto which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, in accordance with the provisions of Article I, Section 3 of the Declaration, by that certain Declaration of Annexation Shadowlake Single Family Residential (Shadowlake Sections Seven through Twelve) dated November 6, 1996, which instrument is filed under Clerk's File No. S214819 in the Official Public Records of Real Property of Harris County, Texas, Declarant and the Association annexed into the jurisdiction of the Association (among other property) (a) the approximately 93.7-acre tract of land which has been designated as SHADOWLAKE SECTION NINE, a subdivision of land in the City of Houston, Harris County, Texas ("Section Nine"), according to the plat thereof recorded under Film Code No. 392032 of the Map Records of Harris County, Texas (the "Section Nine Plat"), (b) the approximately 23.0-acre tract of land which has been designated as SHADOWLAKE SECTION TEN, a subdivision of land in the City of Houston, Harris County, Texas ("Section Ten"), according to the plat thereof recorded under Film Code No. 392041 of the Map Records of Harris County, Texas, (c) the approximately 24.2265-acre tract of land which has been designated as SHADOWLAKE SECTION ELEVEN, a subdivision of land in the City of Houston, Harris County, Texas ("Section Eleven"), according to the plat thereof recorded under Film Code No. _____ of the Map Records of Harris County, Texas ("Section Eleven Plat") and (d) the approximately 26.2387-acre tract of land which has been designated as SHADOWLAKE SECTION TWELVE, a subdivision of land in the City of Houston, Harris County, Texas ("Section Twelve"), according to the plat thereof recorded under Film Code No. _____ of the Map Records of Harris County, Texas ("Section Twelve Plat") (the term "Declaration" being deemed hereafter to include said Declaration of Annexation); and

WHEREAS, Declarant executed that certain Supplemental Declaration of Covenants, Conditions and Restrictions Shadowlake Sections Nine and Ten dated February 4, 1998, which is filed under Clerk's File No. S851034 and recorded under File Sequence Number 516-84-1846 in the Official Public Records of Real

Property of Harris County, Texas (the "Sections Nine and Ten Supplemental Declaration") (the Sections Nine and Ten Supplemental Declaration is expressly not included in the term "Declaration").

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant wishes to subject Section Eleven and Section Twelve to certain provisions of the Declaration and to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration.

NOW, THEREFORE, for and in consideration of the premises and in furtherance of the general plan of development for the property subject to the Declaration, Declarant hereby declares that Sections Eleven and Twelve shall be held, transferred, sold, conveyed, used and occupied subject to the provisions of the Declaration, which is incorporated herein by reference as if fully set out herein, except as to such provisions which may be inconsistent with the provisions of this Supplemental Declaration, and subject to the following covenants, conditions and restrictions which shall run with the land and be binding on all parties having any right, title or interest in Sections Eleven or Twelve or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, to wit:

ARTICLE I

GENERAL PROVISIONS

Any capitalized terms which are used in this Supplemental Declaration and not defined or modified herein shall have the meanings ascribed to them in the Declaration.

Section 1. Definitions.

a. "Common Areas" shall include (i) Restricted Reserve "A" of Section Eleven, as shown and designated on the Section Eleven Plat, (ii) Restricted Reserve "A" of Section Twelve, as shown and designated on the Section Twelve Plat, (iii) the entry gate (if any) within Section Eleven, (iv) the streets and sidewalks within Section Eleven, (v) the streets and sidewalks within Section Twelve, (vi) the easements created for the benefit of the Association under Article III hereof affecting Lots 1 through 5 (inclusive), Block 1 of Section Eleven and Lots 1 through 9 (inclusive), Block 4 of Section Eleven, (vii) the entry gate and gatehouse (if any) within Section Nine and (viii) Lot 49, Block 1 of Section Ten, but only if the Association hereafter receives a conveyance of the fee simple title to such Lot 49; provided that, the inclusion of these Section Eleven and Section Twelve properties as "Common Areas" shall not be deemed to create or recognize any right or easement in favor of any Member of the Association who is not an Owner of a Lot in such Section to gain entry into such Section or enter upon or enjoy any of the Common Areas located within such Section, except as specifically set forth in Article V, Section 1 of this Supplemental Declaration; and provided further that, the inclusion of certain properties in Section Nine or Section Ten as "Common Areas" is intended merely to (x) recognize and refer to certain rights in those properties granted to Owners of Lots within Sections Eleven and Twelve by the Sections Nine and Ten Supplemental Declaration (but without in any way modifying or supplementing the Sections Nine and Ten Supplemental Declaration) and (y) indicate that the Section Eleven and Twelve Regular Annual Assessment (as hereinafter defined) may be used to finance the operation, maintenance, repair and improvement of such properties.

b. "Property," as used in this Supplemental Declaration, shall mean and refer to the real property (including improvements) described in Section 2 of this Article I, and additions thereto, as are subjected to this Supplemental Declaration under the provisions of the Declaration.

Section 2. Property Subject to Supplemental Declaration. The real property covered by this Supplemental Declaration is all of the real property referred to as (a) Shadowlake Section Eleven, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. _____ of the Map Records of Harris County, Texas and (b) Shadowlake Section Twelve, a subdivision of land in the City of Houston, Harris County, Texas, according to the plat thereof recorded under Film Code No. _____ of the Map Records of Harris County, Texas.

ARTICLE II

COVENANTS AND RESTRICTIONS

Section 1. Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the Lots in Section Eleven and Section Twelve.

a. The total floor area of any single-story dwelling constructed on any of Lots 17 through 53 (inclusive), Block 2 of Section Eleven and Lots 1 through 15 (inclusive), Block 3 of Section Eleven, exclusive of open porches and garages, shall not be less than 1,400 square feet.

b. The total floor area of any two-story dwelling constructed on any of Lots 17 through 53 (inclusive), Block 2 of Section Eleven and Lots 1 through 15 (inclusive), Block 3 of Section Eleven, exclusive of open porches and garages, shall not be less than 1,600 square feet. The floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

c. The total floor area of any single-story dwelling constructed on any of Lots 1 through 18 (inclusive), Block 1 of Section Eleven, Lots 1 through 16 (inclusive), Block 2 of Section Eleven and Lots 1 through 9 (inclusive), Block 4 of Section Eleven, exclusive of open porches and garages, shall not be less than 1,800 square feet.

d. The total floor area of any two-story dwelling constructed on any of Lots 1 through 18 (inclusive), Block 1 of Section Eleven, Lots 1 through 16 (inclusive), Block 2 of Section Eleven and Lots 1 through 9 (inclusive), Block 4 of Section Eleven, exclusive of open porches and garages, shall not be less than 2,000 square feet. The floor area of the second floor of any such two-story dwelling, exclusive of open porches and garages, shall not exceed 60% of the total floor area of such two-story dwelling, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

e. Each Lot in Section Eleven or Section Twelve (other than Lot 14 and 42, Block 1 of Section Twelve) that has a boundary line in common with the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat) shall have a fence constructed on the side and rear lot lines of such Lot, which fence shall (i) begin on each side lot line at the point of the front line of the residence situated on such Lot and continue to and across the rear lot line of such Lot and (b) comply with the requirements or restrictions of this paragraph. No other fences shall be required in Section Eleven or Section Twelve, but all permitted fences shall comply with the requirements or restrictions of this paragraph.

(i) In no case may a fence be located closer to the front of any Lot than the front line of the residence situated thereon.

(ii) Although no fence shall be required on Lot 42, Block 1 of Section Twelve, if a fence is constructed on such Lot, all portions of such fence located within sixteen feet (16') of such Restricted Reserve "C" shall be constructed of black wrought iron and shall be four (4) feet in height with the pickets spaced on four inch centers (such sixteen feet being measured by the most direct path to such Restricted Reserve "C" and not along the lot line; the purpose of this restriction being to create a 16' strip adjacent to the boundary line of such Restricted Reserve "C" within which all fencing is wrought iron).

(iii) The fence constructed on the rear lot line of a Lot in Section Eleven or Section Twelve that has a common boundary line with such Restricted Reserve "C" (other than Lots 14 and 42, Block 1 of Section Twelve, to which this subparagraph (iii) shall not apply) shall be constructed of black wrought iron and shall be four (4) feet in height with the pickets spaced on four inch centers.

(iv) The fence constructed on any side lot line of a Lot in Section Eleven or Section Twelve that has a common boundary line with such Restricted Reserve "C" (other than Lots 14 and 42, Block 1 of Section Twelve, to which this subparagraph (iv) shall not apply) shall comply with the following: All portions of the fence located within sixteen feet (16') of such Restricted Reserve "C" shall be constructed of black wrought iron and shall be four (4) feet in height with the pickets spaced on four inch centers (such sixteen feet being measured by the most direct path to such Restricted Reserve "C" and not necessarily along the lot line; the purpose of this restriction being to create a 16' strip adjacent to the boundary line of such Restricted Reserve "C" within which all fencing is wrought iron).

(v) All portions of a fence on any Lot in Section Eleven or Section Twelve located beyond sixteen feet (16') from such Restricted Reserve "C" shall be constructed of wood and shall be six (6) feet in height unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

f. For Lots 1 through 18 (inclusive), Block 1, Lots 1 through 16 (inclusive), Block 2 and Lots 1 through 9 (inclusive), Block 4, of Section Eleven, and Lots 1 through 13 (inclusive), Block 1 and Lots 1 through 51 (inclusive), Block 2, of Section Twelve, no garage shall be constructed or erected upon such Lot with the entrance to such garage facing the road or street that services such Lot (*i.e.*, no front-entry garages), except in the case of a detached garage located behind the rear line of the residence, or unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee. No detached garage shall be constructed on any Lot in Section Eleven or Section Twelve that has a boundary line in common with the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat), except as follows: (i) For Lot 42, Block 1 of Section Twelve, a detached garage may be constructed with the approval of the Architectural Control Committee if the garage is located close enough to the side lot line of such Lot farthest from such Restricted Reserve "C" (and a sufficient distance from the boundary line of such Restricted Reserve "C") so that the Architectural Control Committee determines, in its sole judgment, that the location of the detached garage will not materially impair the open views from the Lots to and across such Restricted Reserve "C"; and (ii) A detached garage may be constructed on Lot 14, Block 1 of Section Twelve. For each Lot in Section Eleven or Section Twelve on which a detached garage is permitted, if a detached

garage is constructed, then the driveway leading from such garage must connect to only the street or cul-de-sac servicing such Lot (which is identified by the street address assigned to such Lot).

g. On any Lot in Section Eleven or Section Twelve (other than Lots 14 and 42, Block 1 of Section Twelve, to which this paragraph g. shall not apply) that has a boundary line in common with the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat) (i) the exterior walls of the rear elevation (being that elevation facing such boundary line) of any residence or dwelling constructed on such Lot, exclusive of doors and windows, shall be 100% masonry, stone, brick or stucco construction, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee, and (ii) all chimneys constructed or erected as a component of such rear elevation shall be of masonry, stone, brick or stucco construction, unless a variance from this restriction is specifically approved in writing by the Architectural Control Committee.

Section 2. Landscaping.

a. Landscaping shall provide for (a) a minimum of two (2) live oak trees each of at least 4" caliper in the front yard (unless another variety is specifically approved in writing by the Architectural Control Committee), (b) the planting of bushes of a minimum size of 5 gallons along the entire front of the residence and (c) a free-standing gas lighting fixture, and support pole, to be located on the front yard of each Lot.

b. The rear yard of each Lot in Section Eleven or Section Twelve (other than Lot 14, Block 1 of Section Twelve, to which this paragraph b. shall not apply) that has a boundary line in common with the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat) shall be completely sodded by the Builder upon completion of the residence; as used in this paragraph, the term "rear yard" shall mean and include all portions of such Lot that are situated between (i) such common boundary line and (ii) a line crossing the entire Lot in a direction roughly parallel to such common boundary line and at a location that intersects the point of such residence that is nearest to such common boundary line; provided that, for Lot 42, Block 1 of Section Twelve, the "rear yard" shall mean and include all portions of such Lot that are situated between (i) the nearest boundary line of such Restricted Reserve "C" and (ii) a line crossing the entire Lot in a direction roughly parallel to such nearest boundary line and at a location that intersects the point of such residence that is nearest to such boundary line.

Section 3. Front Setback. The following building front setback requirements of this Section 3 shall supplement (not replace or supersede) the building lines and building setback requirements shown on the Section Eleven Plat and the Section Twelve Plat (such that if the relevant Plat and this Section provide two different distances for front setback, the lengthier distance of the two must be complied with).

a. No residence shall be constructed on any Lot in Section Eleven or Section Twelve nearer than (as is applicable) (i) fifteen (15) feet from the right-of-way of the cul-de-sac servicing such Lot or (ii) twenty (20) feet from the right-of-way of the street (not a cul-de-sac) servicing such Lot; provided that, this paragraph shall not apply to those Lots that are subject to a twenty (20) foot or twenty-five (25) foot building line as set forth on the Section Eleven Plat (being Lots 1 through 15, inclusive, Block 3 of Section Eleven) or on the Section Twelve Plat (being Lots 8 through 43, inclusive, Block 1 of Section Twelve).

b. For Lots 17 through 53 (inclusive), Block 2 of Section Eleven and Lots 1 through 15 (inclusive), Block 3 of Section Eleven, if a residence is to include a front-entry garage with the garage doors facing the street or cul-de-sac servicing such Lot, no residence shall be constructed nearer than (as is applicable) (i) twenty (20) feet from the right-of-way of the cul-de-sac servicing such Lot or (ii) twenty-five

(25) feet from the right-of-way of the street (not a cul-de-sac) servicing such Lot; provided that, this paragraph (b) shall not apply to any such Lot containing a detached garage located behind the rear line of the residence; provided further that, this paragraph (b) shall not apply to any such Lot on which is constructed a residence having a front porch that is covered by an overhanging roof with a depth of four (4) feet or more and a width representing thirty (30) percent of more of the front elevation of such residence.

Section 4. Rear Setback. The following building rear setback requirements of this Section 4 shall supplement (not replace or supersede) the building lines and building setback requirements shown on the Section Eleven Plat and the Section Twelve Plat (such that if the relevant Plat and this Section provide two different distances for rear setback, the lengthier distance of the two must be complied with): No residence or detached garage shall be constructed on any Lot in Section Eleven or Section Twelve nearer than eight (8) feet from the boundary line of the Restricted Reserve "C" of Section Nine (as shown and designated on the Section Nine Plat).

Section 5. Underground Electric Service. An underground electric distribution system will be installed in the Section Eleven and Twelve subdivisions, designated herein as Underground Residential Subdivision, which under ground service area embraces all the Lots which are platted in the subdivisions at the execution of the agreement between Houston Lighting and Power Company and Declarant. This electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available.

The Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 at the 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. Declarant has, either by designation on the plat of the subdivision or by separate instrument(s), granted (or Declarant will grant) necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted (or will grant) to each Owner of a Lot reciprocal easements providing for the access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair and maintenance of each Owner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit shall, at such Owner's 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 each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed (or will install) the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and which are built for sale or rent. Should the plans of the Owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile home unless the Owner

of each affected Lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) (each a "Reserve") shown on the Section Eleven Plat or the Section Twelve Plat, as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if an Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Declarant has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

Section 1. Wall Easement. There is hereby reserved and created a perpetual right and easement for the benefit of the Association, its successors and assigns, upon, over and across Lots 1 through 5 (inclusive), Block 1, and Lots 1 through 9 (inclusive), Block 4, of Section Eleven, for the purposes of constructing, maintaining, repairing, replacing and reconstructing a brick wall or fence along the west lot line of each such Lot, together with the right to enter upon any such Lot as may be reasonably necessary to construct, maintain, repair, replace or reconstruct such wall or fence.

ARTICLE IV

SECTION ELEVEN AND TWELVE REGULAR ANNUAL ASSESSMENT

Section 1. Section Eleven and Twelve Regular Annual Assessments Generally. In addition to the amount of the Regular Annual Assessment levied against each Section Eleven or Section Twelve Lot pursuant to the Declaration, an additional Regular Annual Assessment (the "Section Eleven and Twelve Regular Annual Assessment") may be levied against each Section Eleven or Section Twelve Lot by the Board of Directors.

The levy of a Section Eleven or Twelve Regular Annual Assessment shall be permitted as an exception to, and shall not be limited by, the provisions of Sections 3.b. or 3.c. of Article III of the Declaration. Except as specifically provided in this Article IV of this Supplemental Declaration, the Section Eleven and Twelve Regular Annual Assessment shall be treated as a Regular Annual Assessment under the Declaration and shall be subject to all the terms and provisions of the Declaration that apply to a Regular Annual Assessment.

Section 2. Purpose of Section Eleven and Twelve Regular Annual Assessment. In addition to those purposes, uses and benefits of Regular Annual Assessments that are permitted under the Declaration, the use of Section Eleven and Twelve Regular Annual Assessments may include without limitation, the financing of the operation, maintenance, repair, and improvement of any facility on or use made of Lot 49, Block 1 of Section Ten (but only if such Lot 49 becomes Common Area), the entry gate and gatehouse (if any) within Section

Nine, and the streets, sidewalks and other Common Areas within Section Eleven or Section Twelve, including funding of appropriate reserves for future repair, replacement and improvement of same.

Section 3. Basis for Section Eleven and Ten Regular Annual Assessment.

a. Subject to the provisions of subsection (d) of Section 3 of Article III of the Declaration, Section Eleven and Ten Regular Annual Assessments shall be levied equally against each Section Eleven Lot and each Section Ten Lot by the Board of Directors of the Association on an annual basis. After consideration of current costs and future needs of the Association in general and the Section Eleven and Section Ten Property in particular, the Board shall fix the Section Eleven and Ten Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

b. Although the property contained within Section Nine includes that area described as Restricted Reserve "C" on the Section Nine Plat, such Restricted Reserve "C" is restricted by the Section Nine Plat to use as a detention area. This Restricted Reserve "C" is not included within Common Area. Declarant expects and intends that the general funds of the Association (collected as Regular Annual Assessments charged against all Lots within the jurisdiction of the Association) may be used by the Board of Directors, under its authorities granted by Sections 2 and 3 of Article III of the Declaration, to fund the design, development, installation, operation, maintenance, repair and cleaning of the Restricted Reserve "C" detention area (including without limitation the water well and electric meter used to control the water elevation thereof, and located or to be located near the southwest corner of Section Nine). It is also possible that the Board of Directors could determine to fund such costs and future needs of the Restricted Reserve "C" detention area in whole or in part with assessments charged to the Owners of Lots in Section Nine, Section Ten, Section Eleven and Section Twelve. Accordingly, in considering the current costs and future needs of the Section Eleven and Section Twelve Property pursuant to the preceding paragraph for the purpose of setting the Section Eleven and Twelve Regular Annual Assessments, the Board of Directors is not required (but is permitted) to consider any or all such costs and future needs that might be associated with the Restrictive Reserve "C" detention area.

Section 4. Maximum Section Eleven and Twelve Regular Annual Assessment. Until January 1, 2000, the maximum Section Eleven and Twelve Regular Annual Assessment shall be \$200.00 for each Section Eleven Lot and each Section Twelve Lot. From and after January 1, 2000, the maximum Section Eleven and Twelve Regular Annual Assessment may be increased each year not more than twenty percent (20%) (such percentage may be cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Section Eleven and Twelve Regular Annual Assessment may be increased above such amount with the approval of a majority of the total eligible votes of each class of the membership of the Association (in this case, based solely upon those Members who are Owners of a Section Eleven Lot or a Section Twelve Lot) by voting in person or by proxy at a meeting called for such purpose. Although only Members who are Owners of a Section Eleven Lot or a Section Twelve Lot shall be accounted for in calculating whether such an increase is approved by a majority of the total eligible votes, such a vote may be taken at a meeting of the Association or a separate meeting of only those Members who are Owners of a Section Eleven Lot or a Section Twelve Lot. In all other respects, any such meeting and any such vote shall be subject to all of the terms and provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association that are applicable to meetings and votes of Members (and in the case of a separate meeting of only those Members who are Owners of a Section Eleven Lot or a Section Twelve Lot, such terms and provisions shall apply as if the Members included only those Members who are Owners of a Section Eleven Lot or a Section Twelve Lot).

ARTICLE V

COMMON PROPERTIES; RESTRICTED RESERVE "C" DETENTION AREA

Section 1. Common Areas Within Section Eleven or Section Twelve. Subject to the provisions of Section 2 of this Article V, and subject to the other terms and provisions of the Declaration, every Member of the Association that owns a Lot in Section Eleven or in Section Twelve, and every Member of the Association that owns a lot in Section Nine or Section Ten", shall have a non-exclusive right and easement of enjoyment in and to the Common Areas as defined in this Supplemental Declaration that are located within Section Eleven or Section Twelve. No other Member of the Association shall have such right and easement in and to the Common Areas as defined in this Supplemental Declaration.

Section 2. Extent of Easements. In addition to those items and matters to which the rights and easements of enjoyment created under the Declaration or this Supplemental Declaration are subject, the rights and easements of enjoyment in and to the Common Areas shall be subject to the right of the Association to recommend, adopt, implement and enforce rules, regulations, mechanisms and procedures governing the use of those Common Areas. Without limiting the generality of the foregoing sentence, the rules, regulations, mechanisms and procedures governing the use of the Common Areas may include without limitation, the following:

- a. Identification and entry programs for Members who are Owners of Lots in Section Nine, Ten, Eleven or Twelve, their respective immediate families, their guests and vehicles owned or driven by any of them or others;
- b. Speed limits, designated parking areas, restricted parking areas and no-parking areas;
- c. Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- d. A system of "fines" through which the Association can levy and collect fines from its Members for violations of the applicable rules and regulations; and
- e. Disclaimers of liability for any and all matters or occurrences on or related to (i) the Common Areas located in Section Nine or Section Ten, (ii) the Common Areas located in Section Eleven or Section Twelve, and (iii) the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat (which is not Common Area).

Section 3. Restricted Reserve "C" Detention Area. As stated above, the Restricted Reserve "C" of Section Nine, as shown and designated on the Section Nine Plat, is not included within the Common Area. It is not contemplated that the Association will own Restricted Reserve "C". Declarant has conveyed such Restricted Reserve "C" to the Harris County Municipal Utility District No. 359. Prior to the time of that conveyance, certain restrictions, limitations and other provisions regarding use were imposed upon such Restricted Reserve "C" by virtue of the Sections Nine and Ten Supplemental Declaration. For the purpose of notifying Owners of Lots in Sections Eleven and Twelve of such restrictions, limitations and provisions (but without any intent or effect to modify or alter them in any way, and without in any way representing that any present or future owner of such Restricted Reserve "C" will or will not take any action with respect to or permit any use of or activity in such Restricted Reserve "C"), such restrictions, limitations and provisions are restated in the remainder of this paragraph. Regardless who may be the owner of such Restricted Reserve "C" from time

to time, no Owner of any Lot in Section Eleven or Twelve, nor any other person, shall be permitted or authorized to (a) use or operate on or in the water of such Restricted Reserve "C" any watercraft (whether with or without a power source) capable of carrying or supporting a human being, (b) use or operate on or in the water of such Restricted Reserve "C" any other watercraft (although the owner of Restricted Reserve "C" may from time to time permit small electric-powered toy boats to be so operated), (c) draw water from such Restricted Reserve "C" or (d) swim or engage in any other activity on or in the water of such Restricted Reserve "C" (although the owner of Restricted Reserve "C" may from time to time permit fishing to occur).

In addition, the owner of such Restricted Reserve "C" may permit Owners of Lots in Sections Nine, Ten, Eleven or Twelve to congregate, socialize and view the water of such Restricted Reserve "C" in a small area of such Restricted Reserve "C". ANY PERMITTED ACTIVITY IN OR RELATED TO SUCH RESTRICTED RESERVE "C" THAT IS ENGAGED IN BY ANY OWNER OF ANY LOT IN SECTIONS NINE, TEN, ELEVEN OR TWELVE SHALL BE PURSUED WITH FULL ASSUMPTION BY SUCH OWNER OF ALL RISKS OF ANY DANGER OR DEFECT (LATENT OR OTHERWISE) EXISTING WITHIN SUCH RESTRICTED RESERVE "C", AND THE OWNER OF SUCH RESTRICTED RESERVE "C" SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ANY PERSON FOR ANY INJURY, LOSS OR HARM SUFFERED ARISING OUT OF ANY SUCH ACTIVITY (INCLUDING ANY CAUSED BY THE NEGLIGENCE OF SUCH OWNER OF SUCH RESTRICTED RESERVE "C").

ARTICLE VI

POLICY CONCERNING SECURITY ARRANGEMENTS

Section 1. Policy Generally. The streets within Section Eleven and Section Twelve are "private streets".

The Declarant and the Association have arranged to construct an entry gate at the entrance to the Section Nine private streets and at the entrance to the Section Eleven private streets. The Declarant and the Association hope that the controlled access gated entrance and private streets concept will discourage undesired and unauthorized vehicular traffic within the Section Eleven and Section Twelve community and foster a higher degree of peace and tranquility.

Section 2. No Guarantee. Although the Declarant and the Association believe that the existence and visibility of the controlled access gated entrance and private streets concept may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Section Eleven and Section Twelve community, neither Declarant nor the Association warrant or guarantee that (a) these arrangements are or will be sufficient or adequate to diminish or eliminate the commission of crimes against persons or property or (b) such acts will not be attempted or actually occur within the Section Eleven or Section Twelve community. These arrangements are not designed or intended to replace the conventional police and fire protection and paramedical services available from the City of Houston.

Section 3. No Liability. Neither the Declarant nor the Association carries or is obligated to carry any insurance pertaining to, nor do they assume any liability or responsibility for, the real or personal property of the Members who are Owners of a Section Eleven or Section Twelve Lot (or their respective family members or guests). Each Member who is an Owner of a Section Eleven or Section Twelve Lot understands, covenants and agrees with the Association (for the benefit of the Association and the Declarant) as follows:

a. That, in connection with the development, construction, operation, maintenance or repair of any security system or private streets, neither the Association nor the Declarant owes any duty to any Member (or its family members or guests) to diminish or eliminate the commission of crimes against persons or property within Section Eleven or Section Twelve, and neither the Association nor the Declarant has any

responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of such Member or any family member or guest of such Member;

b. That such Member hereby releases and holds harmless the Association and Declarant (even if either is negligent) from any liability, claims, causes of action or damages of any kind or character whatsoever directly or indirectly arising out of or related to any and all aspects of the security system and private streets within any of Sections Nine, Ten, Eleven or Twelve, including without limitation, the following:

- i. The interviewing, hiring, training, licensing, bonding or employment of any personnel operating or monitoring any security system or private street;
 - ii. The instructions, directions and guidelines given to or by such personnel;
 - iii. The duties, performance, actions, inactions or omissions of or by such personnel;
- and
- iv. The structural integrity, adequacy or effectiveness of any controlled access gated entrance system or any other component of any security system, and the development, construction, operation, maintenance or repair thereof, at or outside the entrance of, or within, any of Sections Nine, Ten, Eleven or Twelve; and

c. Each Member who is an Owner of a Section Eleven or Section Twelve Lot (and its family members and guests) will cooperate with the Association and the Architectural Control Committee in connection with the establishment, evolution and maintenance of reasonable controls on the pedestrian and vehicular traffic into and within Sections Nine, Ten, Eleven and Twelve and abide by any and all rules and regulations of the Association, as adopted and promulgated from time to time related to the entry upon and use of any private streets and other Common Areas within Sections Nine, Ten, Eleven or Twelve.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Supplemental Declaration and the covenants, restrictions, conditions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of the Section Eleven or Section Twelve Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Supplemental Declaration is recorded, and continuing through and including December 31, 2025, after which time said covenants, restrictions, conditions, charges, and liens shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by the owners of a majority of the land area within Section Eleven and Section Twelve (excluding Common Areas).

Section 2. Amendment. This Supplemental Declaration may be amended or terminated at any time by the Owners of a majority of the land area within Section Eleven and Section Twelve (excluding Common Areas), provided that Declarant must consent thereto if such amendment or termination is to be effective prior to January 1, 2005. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with (a) either the signatures

of the requisite number of the Owners of the property or the affidavit of the Secretary of the Association certifying that the amendment or termination was approved by the requisite number of Owners of the property and (b) the signature of Declarant if prior to January 1, 2005.

Section 3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 5. Titles. The title of the Articles and Sections contained in this Supplemental Declaration are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained herein.

Section 6. Conflict. In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of this Supplemental Declaration shall control as to Section Eleven and Section Twelve.

IN WITNESS WHEREOF this Supplemental Declaration of Covenants, Conditions and Restrictions is executed the _____ day of _____, 1998.

DECLARANT:

JIM SOWELL CONSTRUCTION CO., INC.

By: _____
Stephen L. Brown
President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ___ day of _____, 1998, by Stephen L. Brown, President of Jim Sowell Construction Co., Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Name printed or typed
My Commission Expires: _____

APPROVAL OF LIENHOLDER:

COMBINED MASTER RETIREMENT TRUST:

By: _____

Name: _____

Title: _____