

--02797--RESERVATIONS AND RESTRICTIONS, COVENANTS AND CONDITIONS OF  
SHOREWOOD DEVELOPMENT COMPANY

RESERVATIONS AND RESTRICTIONS, COVENANTS AND CONDITIONS

THE STATE OF TEXAS     0  
                              0     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WALKER     0

That SHOREWOOD DEVELOPMENT COMPANY, a Corporation, being the owner of that certain tract or parcel of land containing 38.987 acres, more or less, out of 127.1 acres of land described and conveyed in deed from E. P. Sullivan, et al, to W. D. Daffin, et al, under date of March 4, 1953, and appearing of record within Volume 180, Page 27, of the Deed Records of Walker County, Texas, which has heretofore been platted into a subdivision known as SECTION I OF SHOREWOOD FOREST, according to the map and plat of said subdivision recorded in the office of the County Clerk of Walker County, Texas, (the County where said land is situated), under File No. \_\_\_\_\_, of the Deed Records of Walker County, Texas, reference to which map and plat, together with the dedication of said subdivision, which also appears of record in Volume \_\_\_\_\_, Page \_\_\_\_\_, of said Deed Records, is here made for all purposes; said SHOREWOOD DEVELOPMENT COMPANY desiring to create and carry out a uniform plan for the improvements, development and sale of all of the lots or building sites as same are hereinafter defined, in said SECTION I OF SHOREWOOD FOREST, for the benefit of the present and future fee owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy, conveyance and reconveyance of all lots in the aforesaid SECTION I, and each contract or deed which may be hereafter executed with regard to any of the lots in the aforesaid SECTION I shall be conclusively

### RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes and roads, as well as alley ways, if any, to the use of the present and future owners of said lots (and to the public); there shall be and is hereby reserved to SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, the following rights, titles, and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed, or other instruments so executed, or to be executed by or on behalf of SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, in the conveyance or reconveyance of said property or any part thereof.

#### I.

The streets, drives, lanes, and roads, as well as alleys, if any, as shown on said map and plat are hereby dedicated to the use of the property.

#### II.

SHOREWOOD DEVELOPMENT COMPANY reserves to itself, its successors or assigns, the necessary utility easements and rights of way as shown on the aforesaid plat of SECTION I OF SHOREWOOD FOREST, which easements are reserved for the use and benefit of any public utility operating in said Walker County, Texas, as well as for the benefit of SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas and water lines, as well as any sewer system that may be developed in the future, or any other utility or service which SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, may find or deem necessary for the proper

limitations, covenants and conditions, and dedicate additional easements and roadways rights of way on any unsold sites in said subdivision, by either instrument in writing which may be recorded in the office of the County Clerk of Walker County, Texas, or incorporated in deed or deeds from SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, conveying the site to be so restricted or subject to the provision hereof.

IV.

Neither SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, nor any utility company, using the above mentioned easements shall be liable for any damage done by either of them, their assigns, agents, employees or servants, to shrubery, trees, flowers or other property of the owner situated on the land covered by said easements.

V.

It shall be and is expressly understood and agreed that the title conveyed by SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, of any lot or parcel of land in said SECTION I OF SHOREWOOD FOREST, by contract, deed or other instrument, shall not in any event be held or construed to include the title to the water, gas, sewer, if any, storm sewer, in any electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed, by SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, or public utility companies through, along or upon the herein dedicated public easements, premises or any part thereof to serve said property or any other portions of properties owned or operated by SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances in connection therewith, or to any public service, firm, corporation, association or individual operating the same is hereby expressly reserved by SHOREWOOD DEVELOPMENT COMPANY to

VI.

(a) In connection herewith SHOREWOOD DEVELOPMENT COMPANY has formed a club known as SHOREWOOD FOREST CLUB, and has designated certain areas for use and enjoyment of club members on a part and portion of the larger tract from which this area is developed, and has selected and appointed a committee to accept applications for membership, and to provide it with acceptable and accepted membership, in connection with which certain other provisions have been made in the Bylaws of SHOREWOOD DEVELOPMENT COMPANY in regard to ownership of lots within SECTION I OF SHOREWOOD FOREST Subdivision, in regard to purchase of lots initially, or resale thereof, whereunder the Bylaws provide that the lots in this said subdivision shall only be sold to members of said SHOREWOOD FOREST CLUB under initial sales, and subsequent sales, which provisions are carried over into and made a part of these reservations, restrictions, limitations, covenants and conditions. Said committee herein mentioned consists of three initial appointees, namely, W. D. DAFFIN, MARK d'AQUIN and NELL IRENE DAFFIN, and further committee members, upon death, inability or refusal to serve, shall be replaced by appointment and selection of President of SHOREWOOD DEVELOPMENT COMPANY, and approval of Board of Directors, subject however, to the manner of selection being changed as hereinafter provided.

(b) Upon the sale of all lots within SECTION I OF SHOREWOOD FOREST Subdivision, the owners of lots therein shall meet and elect and select a committee that shall be invested with all rights, duties, privileges, powers, authority and benefits whatsoever hereby reserved unto said SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, and delegated to the Committee defined hereunder or as provided within the Bylaws of SHOREWOOD DEVELOPMENT COMPANY, and upon such election and selection being made. said Committee so selected and elected shall

## RESTRICTIONS

## I.

No building or structures (including, but not by way of limitation any air-conditioning towers) or any additions thereto, or any alteration thereof, shall be erected, renovated, or reconstructed, placed or suffered to remain upon said premises until the Committee shall have approved in writing the architect's detailed plans and specifications, together with the outside color scheme, which plans and specifications must accurately reflect the size, location, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and the location of same with respect to the lot lines, and front and side setback lines, and the outside color scheme to be used on any improvements to be erected in SECTION I OF SHOREWOOD FOREST. PROVIDED, HOWEVER, that the Committee must give its approval or disapproval of such plans and specifications in writing within fifteen (15) days after submission of same or its approval shall be implied.

## II.

(a) No building shall be located nearer to the front lot lines nor nearer to the side street lines than the building setback lines shown on the recorded plat. The main residence shall not be located on any lot or building site nearer than five feet to the side line of such lot or building site. If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provisions of Paragraph III hereof, the building set back (front and side) restrictions shall be deemed to apply to such resultant homesite



(c) No fence, well, hedge, gas meter or any other structure shall be placed on any lot in SHOREWOOD FOREST nearer to the street in said subdivision than is permitted for the main residence on such lots, without the prior written consent of the Committee.

### III.

(a) No lot in SHOREWOOD FOREST shall be resubdivided in any fashion except as hereinafter provided.

(b) Any persons owning two or more adjoining lots in SECTION I OF SHOREWOOD FOREST may subdivide (or consolidate) such lots into building sites or home sites, with the privilege of placing or constructing improvements, as permitted in the next following paragraph, on each such resulting building site or home site, provided that such subdivision (or consolidation) does not result in the resulting building site containing less frontage feet on either of the original lots contained thereon on the street than the building site fronts.

### IV.

Any dwelling constructed in SHOREWOOD DEVELOPMENT COMPANY must have a living area of not less than 800 square feet exclusive of open or screened porches, terraces, driveways, car ports and garages except that at the sole option of the SHOREWOOD DEVELOPMENT COMPANY Committee an exception may be made that would be in keeping with the overall intents of these restrictions. The outside walls of all residents must be of new lumber, or of masonry substance, or covered with finished asbestos siding or finished aluminum metallic substance as is now being placed on frame dwellings in various areas. Such does not include detached garages but does include any garages that adjoin the main residence. All residences must be constructed on concrete slab or solid beam foundations, and if constructed on blocks or piers, the exposed area between the ground and the floor-line shall be closed in. No dwelling shall be constructed of used lumber, nor shall any

shall be altered, placed, erected or permitted to remain on any lot or building site except one single family residence and a private garage or other out building, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters only for bona fide servants. No businesses shall be conducted from homes in SECTION I OF SHOREWOOD FOREST, without the written consent of the hereinabove mentioned Committee, which right may be revoked by said Committee at will.

VI.

No trailer, tent, shack or other temporary structure shall ever be erected or allowed to remain on any lot in SECTION I OF SHOREWOOD FOREST, and no temporary building, basement, garage or other out building erected on any lot in SECTION I OF SHOREWOOD FOREST shall at any time be used for human habitation temporarily or permanently; provided, however, this paragraph shall not prohibit the use of any such structure which is permanent in nature for a bona fide servants quarters.

VII.

No nuisance shall ever be erected or suffered to remain upon any lot or building site in SECTION I OF SHOREWOOD FOREST, provided, however, that the Committee shall be the sole and exclusive judge as to what constitutes a nuisance.

VIII.

No sheep, goats, cattle, horses, swine, ducks, chickens, or livestock of any kind shall ever be kept, harbored or allowed to remain on any part of SECTION I OF SHOREWOOD FOREST, except that bona fide domestic pets may be kept, unless and until such pet or pets shall be determined to be a nuisance by the Committee as provided in paragraph VII.

X.

Each owner of a lot or building site in SECTION I OF SHOREWOOD FOREST binds and obligates himself through purchase of such lot or building site to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot out as often as may be necessary to keep same in a neat and attractive condition. In the event any owner of a lot or building site in SECTION I OF SHOREWOOD FOREST should in the opinion of the Owners, Inc., fail to maintain his lot in a neat and attractive manner, said Committee shall notify such owner in writing of any objectional or detrimental conditions existing on such lot and request such owner to eliminate same. In the event any such owner shall fail to eliminate any objectional or unattractive conditions existing on such owner's lot within fifteen (15) days after receipt of written notice from the Committee specifying such objectionable and/or detrimental conditions, then in such event, the Committee is authorized to eliminate such conditions and charge the cost of same to such lot owner.

XI.

No sign, advertisement, billboards or advertising structure of any kind may be erected or maintained on any lot without the written consent of the Committee. Members of OWNERS, Inc. shall have the right to remove any sign, advertising or billboard or advertising structure which is placed on any lot without consent of the OWNERS, Inc., and in so doing shall not be liable (and are hereby expressly relieved from any such liability) for trespass or other tort in connection with, or arising from such removal.

XII.

All septic tanks installed on any lot or lots shall meet the



at least one foot deep from the top of the pipe, and sewer lines shall be of at least that depth from the top of the tank proper.

XIII.

These covenants and restrictions shall run with the land and shall be binding upon SHOREWOOD DEVELOPMENT COMPANY, its successors or assigns, and shall continue in force and effect until club members of the above defined club and lot owners elect a committee in lieu of committee elected and selected in the manner above provided, as provided by the Bylaws of SHOREWOOD DEVELOPMENT COMPANY, upon the changing of which, said acts shall be evidenced by written instruments setting out such changing, and shall be filed in the office of the County Clerk of Walker County, Texas; however, these provisions shall not prohibit the present committees from making additional reservations, restrictions, covenants and easements in regard to lots owned by it within said Section I and not yet sold at the time of change being made, in which event, upon change being made as hereunder provided, the same shall remain in effect unless changed as hereunder provided by club members and lot owners after they have selected and elected their own committee.

XIV.

If the Grantor herein, or any of its successors or assigns, including future lot owners in SECTION I OF SHOREWOOD FOREST, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in SECTION I OF SHOREWOOD FOREST, or for the Committee on their behalf; to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them for so doing or to recover damages or other dues from such violation, for the benefit

become or be held invalid, by reason of abandonment, waiver, judicial decision, or in any manner whatsoever, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

SHREWOOD DEVELOPMENT COMPANY  
BY W. D. Daffin  
W. D. DAFFIN, President

ATTEST:

Mell Irene Daffin  
MELL IRENE DAFFIN, Secretary

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS    |  
COUNTY OF WALKER    |

BEFORE ME, the undersigned authority, on this day personally appeared W. D. DAFFIN, PRESIDENT of SHREWOOD DEVELOPMENT COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said Corporation and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of December, A. D. 1965.



Lynette French  
NOTARY PUBLIC IN AND FOR WALKER  
COUNTY, TEXAS