

HOUSTON SKYSCRAPER SHADOWS SUBDIVISION
DEED RESTRICTION OUTLINE

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1. STATEMENT OF PURPOSE

The following are a renewal and replacement of the original deed restrictions in effect since the inception of SkyScraper Shadows subdivision, Section I, II, and III, such restrictions which have become out of step with today's realities and are about to expire. These replacement deed restrictions update those original deed restrictions.

2. DESCRIPTION OF PROPERTIES COVERED BY THIS REPLACEMENT DECLARATION

THE STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, Houston Skyscraper Shadows land owners both present and future are collectively owners of that certain acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as HOUSTON SKYSCRAPER SHADOWS, a subdivision of parts of the SARAH J. WILLIAMS and JOHN RANDON surveys, said owners hereinafter collectively referred to as HSS owners, as shown by map or plat of said subdivision duly filed in the office of the County Clerk of Harris County, Texas, under County Clerk's file Nos. 804863, 823538, and 842873, reference to which is hereby made. Such HSS owners and their successors in interest establish, adopt, promulgate and are hereby made subject to the following restrictions, covenants, conditions, easements and reservations to apply uniformly to the use, occupancy and conveyance of all lots in said HSS for the benefit of the present and future owners of said lots. Such original and subsequently heretofore modified restrictions, covenants, conditions, easements and reservations which were part of the consideration for the execution of the original deed currently affect the property in said subdivision and which as hereby modified shall run with and burden the title to the property as previously and in the future conveyed and shall be binding upon the Original Grantees, their heirs, successors and assigns.

3. HOUSTON SKYSCRAPER SHADOWS CIVIC CLUB DEFINITIONS

- a. "Civic Club" shall mean and refer to the Houston SkyScraper Shadows (HSS) Civic Club, its successors and assigns. The association has the power and authority to enforce or cause to be enforced those provisions as provided herein.
- b. "Owner" shall mean and refer to the owner of record, or if such lot is subject to a term purchase contract, to the contract purchaser, whether one or more persons and entitles of a fee simple title to any lot which is a part of the properties including contract sellers but

excluding those having such interests merely as security for the performance of an obligation.

- c. "Lot" and/or "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.
- d. "Supplemental Declaration" shall mean and refer to any addition to this Declaration of Covenants and Restrictions bringing additional property within the scheme of this Declaration under the authority provided herein. References herein (whether specific or general) to provisions set forth in "all (any) Supplemental Declarations" shall be deemed to relate to the respective properties covered by such Supplemental Declarations.
- e. "The Subdivision" shall mean and refer to SKYSCRAPER SHADOWS, SECTION ONE, TWO AND THREE.
- f. "Subdivision Plats" shall mean and refer to the respective maps or plats of SkyScraper Shadows Section One, Two and Three recorded in the Map Records of Harris County, Texas.
- g. "Declarant" shall mean any HSS land owner or collectively land owners as described above.
- h. "Driveway" shall mean concrete, asphalt or aggregate material, or other such materials hard enough to drive on other than unimproved dirt.
- i. "Inoperable vehicle" is defined as disabled and visible from a public place and one of the following; (1) is wrecked or otherwise partially or fully dismantled; (2) is carrying expired state license tags or invalid state inspection stickers; or (3) has not run for 45 continuous days.

4. DEED RESTRICTIONS

a. Easements

Declarant reserves the easements and rights-of-way as shown on the recorded subdivision map of the Properties for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas and sewers. The designated easement on each side of the property line is five feet (5 ft.). Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees

or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements. Permanent structures, including fences, shall not be erected in a drainage easement which inhibits the free flow of water or access to the easement by drainage crews or equipment.

b. Mineral Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

c. Single Family Residential Construction

No building shall be erected, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two (2) stories in height and a private garage for not less than one (1) nor more than three (3) cars and bonafide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises which may be built on the rear one-third of each lot. Said single family residence shall not be used for a business of any type.

The main residence shall be constructed of quality material of a nature to withstand the extremes of the Gulf Coast. The exterior of the main residence shall be brick, stone, glass, residential siding or other masonry material (masonry material does not include concrete block as either an internal or external surface). Steel buildings are forbidden. The front of the resident shall face the front property line on said lot.

One (1) Greenhouse and one (1) permanent type storage building of not more than 400 square feet each are allowed. Such greenhouses and storage sheds shall not exceed one (1) story in height and shall not be occupied.

d. Minimum Square Footage

No homes shall be built on said property containing

less than one thousand two hundred and fifty (1,250) square feet living area for a one-story dwelling and not less than two thousand (2,000) square feet living area for a two story dwelling exclusive of open porches and garages. If not of masonry construction, all structures shall, before occupancy, be painted on the exterior with two coats of paint, and shall have a tiled, shingled or graveled roof.

e. Lot Size

No lot shall be less than 50'W x 120'L unless originally platted as such.

f. Location of Lot improvements or Construction

Any tract of land as defined herein within the boundaries of this subdivision shall be considered a lot for the purpose of these restrictions. No part of any structure shall be built nearer to the front property line or street side property line than 25 feet or nearer to the side property line than 10 feet or rear property line nearer than 15 feet, or nearer than the minimum setback line shown on the Plat recorded with the Planning and Development Department, which ever is farthest.

Subject to the provisions of these replacement Deed Restrictions, no part of the house buildings, garage or permitted accessory building as described in "c" above shall be located nearer than five (5) feet to an interior lot line. A garage or other permitted accessory building must be located seventy (70) feet or more from the front lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot.

g. Combined Building Site

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

h. Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on any lot which is not related to single family residential purposes. No noxious, unlawful, immoral, or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

i. Temporary Structures

No structure of a temporary character such as a manufactured home, storage shed, tent, shack, barn or other portable outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period (such period not to exceed one (1) year in length) must be inconspicuous and slightly. No outside toilet (except those required by the city during the construction period) shall be installed or maintained on any premises and all plumbing shall be connected with the City of Houston water and sewer system.

j. Storage of Automobiles, Boats, Trailers and other Vehicles

Passenger automobiles, passenger vans, motorcycles, pick-up trucks, or pick-up trucks with attached bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas are permitted to be parked on any part of any lot in the subdivision. Such vehicles may not be semi-permanently stored in the public street, right-of-way, easement, or common area. Semi-permanent is defined as exceeding a twelve (12) hour period of time. Larger vehicles such as dump trucks, heavy duty wreckers, busses and commercial vehicles and trailers are prohibited.

No non-motorized vehicles, inoperative automobiles or pickup trucks or vans, trailers, recreational vehicles, travel trailers, boats, marine craft, hovercraft, aircraft, machinery or equipment of any kind are to be permanently or semi-permanently stored in the public street, right-of-way, easement of common area. Storage in driveways within the lot is permissible if either within the garage; or behind a fence twenty-five feet (25 ft.) or more from the front of the lot which encloses the rear of the lot only if kept neat and weed free with the exception of inoperative motor vehicles which must

be in a garage or under a car port. Such permanent or semi-permanent storage shall not exceed one of each of the above items.

k. Animal Husbandry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than three in total of any dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are sufficiently restrained such that they pose no hazard to the public.

l. Walls, Fences and Hedges

No solid walls or hedges in excess of three (3) feet shall be erected or maintained between the front property line on such lot and the front wall of any dwelling.

Chain link fencing up to five (5') feet maybe installed on the front property line of such lot. Such barrier shall not obstruct the view of the roadway.

Side fences from the front property line to the front wall of any dwelling (25' set back) shall not be solid walls or hedges in excess of three (3') feet. Chain link fencing up to six (6') feet is allowed from the front property line to the front wall of the dwelling (25' set back line).

Side fences beyond the front wall of the dwelling to the rear property line of such lot may be constructed of wood, chain link or masonry, not to exceed six (6') feet.

m. Visual Obstructions

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

n. Lot Maintenance

The owners or occupants of all lots shall at all times keep all weeds, grass, and trees thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal

residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything.

o. Signs, Advertisements, Billboards

Except for signs owned by builders advertising model homes during the period of original home constructions, home sales, and political yard signs, no signs, advertisement or billboard or advertising structure of any kind other than a normal "For Sale", "For Rent", "For Lease", and "Garage Sale" sign not to exceed five (5) square feet in total size may be erected or maintained on any lot in said subdivision. The HSS Civic Club or its assignee will have the right and the right is hereby granted to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

p. Roofing Material

The roof of any building shall be constructed or covered with asphalt or composition type shingles or (2) crushed marble slag or pea gravel set in a built-up type roof. Any other type roofing material shall be permitted only at the sole discretion of the HSS Civic Club upon written request. Composition or fiberglass shingles shall be permitted only when of "timberline quality", 240 lbs. Tile shingles are acceptable. No sheet metal or roll type roofs shall be permitted.

q. Maximum Height of Antennae

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot. Satellite dishes are permitted provided they are behind the front building line of said lot and are out of sight at all times of the public.

r. Driveways

All private driveways shall be constructed of concrete, asphalt or other types of masonry material affixed together by concrete or crushed non permeable material hard enough to drive on in all types of weather to be of permanent nature

(excluding earthen dirt). This includes all driving or parking areas connecting the garage to the main street.

s. Annexation

Additional residential property and common area may be annexed to the properties with the consent of at least fifty percent (50%) of the Lot Owners. It also shall be a condition precedent to the provisions of this paragraph becoming in any way effective and enforceable, that appropriate reference to this paragraph be made in the restrictive covenants imposed upon any such additional section thereby adopting the provisions of this instrument to the end that the restrictions imposed on all sections be construed and administered collectively and in harmony with this document.

t. Prohibition of Access

Lots as described herein which have their back property line adjacent to or back up to properties which front what is now called Almeda-Genoa (those lots on the south side of Constellation and the north side of Swiss) are expressly prohibited from being used in any way as access to, as a parking lot for, or for any purpose in conjunction with said property fronting on what is now called Almeda-Genoa.

u. Swimming Pools

Swimming pools constructed at any residence shall be to the rear of the residence and shall be enclosed by a fence with a minimum height of forty-eight (48") inches unless state law or local ordinance requires a fence of higher dimension. The maximum span between pickets shall be four inches (4"). All accessible openings shall be closed by self closing/locking gates.

5. ARCHITECTURAL REVIEW

In order for the properties described herein to be protected and the values enhanced, it is necessary that they be subject to Architectural Review from time to time. The HSS Civic Club reserves the right to review the plans and specifications to insure compliance with said Deed Restrictions. The HSS Civic Club in conjunction with the City of Houston Planning Commission and their successors shall facilitate the enforcement of these Deed Restrictions.

6. DEED RESTRICTION ENFORCEMENT

The HSS Civic Club as a representative of all the HSS residents shall have the right to enforce by and proceeding at law or in equity all restrictions, conditions, covenants, reservations or hereafter imposed by the provisions of these deed restrictions. Failure by the Civic Club to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

7. DURATION OF AND AMENDMENT TO DEED RESTRICTIONS

The covenants and restrictions of this declaration shall run with and bind the land described herein for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These declarations may be amended during the first twenty (20) year period by an instrument signed by not less than 60% of the Lot Owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the Lot Owners. Any Amendment must be recorded.

8. DESCRIPTION OF THE CIVIC CLUB

The "HSS CIVIC CLUB" has been formed and is the duly elected organization of and for the HSS community.

a. Purpose: The purpose of the "HSS CIVIC CLUB" in general shall be to provide for and promote the health, safety, and welfare of the members as well as the preservation of land and home value and such other purposes as stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

b. Books and Records

The books, records and papers of the HSS Civic Club shall, during reasonable business hours, be subject to inspection by any member. The articles of Incorporation, By-Laws of the HSS Civic Club and Restrictive Covenants shall be available for inspection by any member upon request to the HSS Civic Club President.

9. SEVERABILITY

Invalidation of any one of these covenants, restrictions conditions or provisions contained in this Declaration or any part thereof, whether by judgement or court order or other means shall in no wise affect any other covenant, restriction condition or provision which shall remain in full force and effect.

10. BINDING

The foregoing covenants and restrictions shall be binding upon the present owner, purchaser and the successors, heirs and assigns of the present owner or purchaser.

11. INTERPRETATION

If this Supplemental Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes of this Supplemental Declaration shall govern.

12. OMISSIONS

If any punctuation, word, clause, sentence or provisions necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Supplemental Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

The members of the HSS Civic Club and 51% of the property owners have executed this Supplemental Declaration to evidence its approval and election to bring the Properties within the scheme of this Supplemental Instrument.

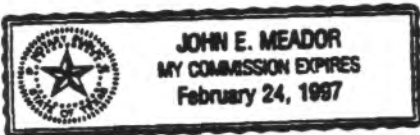
IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the members of the Houston SkyScraper Shadows Civic Club and Property Owners have executed this Supplemental Declaration to be effective this 23 day of October, 1995.

Dated this 23 day of October, 1995.

HOUSTON SKYSCRAPER SHADOWS CIVIC CLUB

Herman F. Gonzalez
PRESIDENT

Lee M. Gonzalez
SECRETARY



SUBSCRIBED AND SWORN BEFORE ME
This 23 day of October 1995
John E. Meador
NOTARY PUBLIC