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AMENDMENT TO RESTRICTIONS ON SHADY ACRES,  
SECTION ONE, AN UNRECORDED SUBDIVISION  
OUT OF THE G. H. BRINGHURST SURVEY, A-86,  
MONTGOMERY COUNTY, TEXAS

DEEDS

THE STATE OF TEXAS X  
X KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MONTGOMERY X

WHEREAS, by instrument dated March 8, 1972, recorded in Vol. 779, Page 365, and following, Deed Records, Montgomery County, Texas, there was recorded Restrictions on Shady Acres, Section One, an unrecorded subdivision out of the G. H. Bringhurst Survey, Abstract 86, Montgomery County, Texas, reference to which instrument and its record is here made for all purposes; and

WHEREAS, said Restrictions provide that the owners of 51% of the lots therein may, from time to time, amend or change these restrictions; and

WHEREAS, said subdivision contains a total of 38 lots, and the original subdividers, to-wit: H. L. PAYNE and ARTHUR M. EAVES, are still the owners of 21 of said lots, thereby being greatly in excess of 51% of said lots; and

WHEREAS, they desire to amend said Restrictions in the following particulars, to-wit:

Heretofore, by Amendment to said Restrictions, they had deleted Paragraph 10 from said original Restrictions, said Paragraph 10 being quoted as follows:

"No swine, livestock, horses, sheep, goats or any other offensive or obnoxious animals or poultry shall be raised, bred or kept on any lot."

Said Amendment to Paragraph 10 having been in the following language, to-wit:

"10. No swine, livestock, horses, sheep, goats or any other offensive or obnoxious animals or poultry shall be raised, bred or kept on any lot, except that one (1) horse may be maintained, pastured and kept on each lot which contains at least 27,000 square feet of surface area."


WHEREAS, said original subdividers, H. L. PAYNE and ARTHUR M. EAVES, desire to restore to said original Restrictions the original paragraph 10.

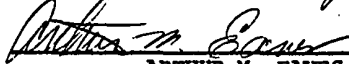
NOW KNOW, THEREFORE, ALL MEN BY THESE PRESENTS, that we, H. L. PAYNE and ARTHUR M. EAVES, the owners of in excess of 51% of the lots in said Shady Acres Subdivision, aforesaid, do herewith amend said Paragraph to henceforth read as follows, to-wit:

"No swine, livestock, horses, sheep, goats or any other offensive or obnoxious animals or poultry shall be raised, bred or kept on any lot."

Attached hereto and incorporated by reference, marked "EXHIBIT A" are said original Restrictions, and said First Amendment thereto.

WITNESS OUR HANDS this the \_\_\_\_\_ day of July, 1973.

  
\_\_\_\_\_  
H. L. PAYNE

  
\_\_\_\_\_  
ARTHUR M. EAVES

RESTRICTIONS ON SHADY ACRES, SECTION ONE  
AN UNRECORDED SUBDIVISION OUT OF THE G. H. BRINGHURST  
SURVEY, ABSTRACT NO. 86, MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS        I  
COUNTY OF MONTGOMERY    I

WHEREAS, H. L. PAYNE and ARTHUR M. EAVES are the owners in an undivided interest of a certain tract or parcel of land containing 25.0 acres of land in the G. H. Bringhurst Survey, Abstract No. 86, in Montgomery County, Texas, said property being more particularly described by General Warranty Deed dated the 15th day of June, 1971, and recorded in Volume 741, Page 483 of the Deed Records of Montgomery County, Texas and;

WHEREAS, said tract has been subdivided into an unrecorded subdivision known as Shady Acres, Section One, and it is necessary and desirable for proper and orderly development of said subdivision to place certain restrictions upon said property and each and every individual lot or parcel thereof;

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT H. L. PAYNE and ARTHUR M. EAVES, in consideration of the premises set forth above, do herewith place the following restrictions upon said Shady Acres, Section One, and each and every part and parcel thereof, to-wit:

1. All these restrictions, easements, and agreements are covenants that run with the land. They are for the protection, use and benefit of all parties hereto and each and every purchaser of any lot or lots in said subdivision, their heirs and assigns and legal representatives, and same shall be binding on all such persons and all other persons claiming under them for a period of twenty (20) years from such date of filing in the Office of the County Clerk of Montgomery County, Texas, and after such time these covenants, easements and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change the said easements, covenants and restrictions in whole or in part, provided, however, that fifty-one (51%) per cent of the lot owners at any time may amend or change these restrictions as they in their discretion may deem fit and proper to be effected by a proper instrument duly executed, acknowledged and filed for record as aforesaid. In any such instrument, the fifty-one (51%) per cent shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions.

2. It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and more of these easements, covenants or restrictions, or any part thereof, by a judgement of a Court, or any court order or in any other fashion, shall not in any way affect the other provisions hereto, which shall remain in full force and effect.

3. It is expressly understood that all lots and tracts in Section I of said subdivision shall be known and described as residential lots and property, and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purposes, except owners reserve the right to designate Tracts No. 41 and 42 as utility tracts for the common good of the subdivision.

4. A Mobile Home may be used as a residence, providing that it shall be a minimum of ten (10) feet wide and fifty (50) feet long. No Mobile Home older than five (5) years shall be placed on any residential lot. All Mobile Homes must be in first class condition. It is agreed and understood that before a Mobile Home is moved onto this property, it must be approved by the developer, its successors or assigns, or a committee elected by the majority of the property owners. All Mobile Homes must be underpinned by either brick, stone, aluminum, wood or corrugated plastic materials. Aluminum and wood materials must be painted to match the exterior color of the Mobile Home. Underpinning must be completed within ninety (90) days from the date of moving the Mobile Home onto the property.

5. Any building, awning, and/or carport attached to a Mobile Home must be constructed of matching metal, and painted to match the color of the Mobile Home.

6. No residence shall be erected or placed upon the said property which does not contain at least one thousand (1000) square feet on the ground floor, exclusive of open porches and garages. All buildings shall be of new construction and completed within 120 days on the outside, and painted with two coats of paint if of frame construction. No concrete blocks shall be used in the construction of any residence or outbuilding, except concrete blocks may be used for leveling Mobile Homes.

7. No building or Mobile Home shall be located nearer than thirty (30) feet to any lot line adjacent to a public roadway, or nearer than five (5) feet to side or rear property lines.

8. Any fence that faces a street must be of wood or steel construction. If of wood material, it must be painted with at least two coats of paint. If of steel, it must be chain link.

9. No basement, tent, shack, garage, barn, or other outbuilding erected on any of said lots shall be used at any time as a residence.

10. No swine, livestock, horses, sheep, goats or any other offensive or obnoxious animals or poultry shall be raised, bred or kept on any lot.

11. That the designated owners herein, their successors or assigns shall not use the above described premises, nor any part thereof, or all of same shall be used for treating persons afflicted with tuberculosis or disease that are contagious or infectious nor shall any sanitarium ever be erected or places thereon for any such purposes.

12. No inoperative motor vehicles will be stored or parked on the premises. All vehicles shall have a current license tag, and state inspection sticker.

13. No Lot shall be used or maintained as dumping ground for rubbish, trash or garbage. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No used building material shall be stored in view from the street.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign containing not more than one (1) square foot, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. No more than one Mobile Home or one permanent residence shall be placed or constructed on any one lot except Lots No. 14; 16; 21; 22; 23; 24; 28 and 30, which, due to size and location qualify as follows: Two (2) Mobile Homes, or One (1) permanent residence and one (1) Mobile Home. All restrictive covenants shall apply to the second dwelling.

16. The undersigned owners and mortgagee hereby agree to dedicate the roadways shown on said plat for the use of the parties hereto, their successors and assigns, and by all owners therein, and by public utilities, including but not limited to electric light power, telephone, gas and water.

17. No obnoxious or offensive trades or activities shall be carried on, on any of the lots or tracts in this subdivision, nor shall anything be done thereon which shall cause a nuisance or be offensive to residents of usual sensitivities in this area. No lot or tract shall be used or occupied for any vicious or immoral purpose nor for any use or purpose in violation of the law of the local, state or federal governments.

18. Whenever a residence, or dwelling of any nature, is established on any tract, it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used, or maintained on any parcel of land in this subdivision. Drainage of septic tanks or sewerage into roads, streets, alleys, ditches, ravines, or upon open ground, shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision.

19. No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected to a septic tank constructed and installed in accordance with the County and State Health specifications. Under no circumstances shall a septic system be installed having less than three hundred (300) gallon capacity nor less than one hundred and fifty (150) feet of field line.

20. Upon constructing a driveway into the lot, the buyer shall place a culvert of at least fifteen (15) inches inside diameter at a point between the roadway and his property so as to provide free flow in the borrow ditch, and such culvert must have adequate fill over and around the sides to provide good ingress as required by the county.

21. All tracts are sold subject to easements for public utilities and drainage as may already be existing, or as may become reasonably necessary for the parties to create in the future, right to do so being hereby reserved so as to permit good development of the subdivision and to provide the necessary utilities and drainage.

22. No tree having a circumference of twenty ~~two~~ (20) inches or more around, as measured one foot above ground level shall be cut or removed from any lot that has not been paid for in full without written consent of Seller, except as necessary for the actual construction of a residence or placement of a Mobile Home.

23. It is understood that by acceptance or the execution of any contract for deed, conveyance, or deed, the purchaser or grantee thereof, whether a corporation, partnership, firm, or otherwise, agrees and covenants for himself, his heirs, assigns and legal representatives, that he takes said property subject to the foregoing restrictions and conditions above set out and further agrees that the same are covenants which are to run with the land, as aforesaid, and shall be binding upon him and all the parties stated during the effective period hereof. If any such parties, their heirs, legal representatives, successors or assigns shall violate or attempt to violate any of the covenants herein contained it shall be lawful for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against such violators, either to prevent any violation or to recover damages for the breach thereof, or for both injunction and damages, or for any other relief obtainable for such violation or attempted violation.

24. No drainage into the soil from any septic line will be permitted within 150 feet of the water well located on Utility Lot No. 42.

These restrictions shall be construed as covenants running with the land, and are enforceable by or on behalf of any one or more of the owners of land in said subdivision, their heirs or assigns.

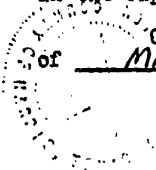
Executed this the 8 day of March, 1972.

H. L. Payne  
H. L. Payne  
Arthur M. Eaves  
Arthur M. Eaves

THE STATE OF TEXAS |  
COUNTY OF Harris |

BEFORE ME, the undersigned authority on this day personally appeared H. L. Payne, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN under my hand and seal of office this the 1<sup>ST</sup> day of MARCH, 1972.

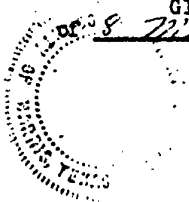


M. B. J. Werner  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS |  
COUNTY OF Harris |

BEFORE ME, the undersigned authority on this day personally appeared Arthur M. Eaves, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN under my hand and seal of office this the 8 day of March, 1972.



Michael M. McFall  
Notary Public in and for  
Harris County, Texas  
MICHAEL M. McFALL  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1973.

FILED FOR RECORD  
AT 2 O'CLOCK P. M.

JUL 13 1972

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tx.  
Richard H. Jackson Deputy



THE STATE OF TEXAS X  
X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared \_\_\_\_\_  
H. L. PAYNE

known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed  
the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31 day of  
July, 1973.



*Mrs. B. J. Wernel*  
Notary Public in and for Harris  
County, T E X A S

THE STATE OF TEXAS X  
X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared \_\_\_\_\_  
ARTHUR M. EAVES

known to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that he executed  
the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31 day of  
July, 1973.



*Arthur M. Eaves*  
Notary Public in and for Harris  
County, T E X A S

FILED FOR RECORD  
AT 1 O'CLOCK P.M.

AUG 13 1973

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By *[Signature]* Deputy