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THE STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

113-16-0327

COUNTY OF HARRIS S

Revised

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THAT SHADY HILL VILLA, LTD., a Texas limited partnership, acting herein by and through its duly authorized sole General Partner, hereinafter called Owner, being the owner of the land hereinafter described, does hereby adopt the following restrictions, covenants and conditions as applicable to the following described property, to-wit:

All of SHADY HILL VILLA, PHASE ONE, a subdivision consisting of all of Tract "A" of Block Seven (7), of ROLLINGBROOK, SECTION TWO (2), and all of Tract "C" of Block Four (4) of the Partial Replat of ROLLINGBROOK, SECTION ONE (1), both additions in Harris County, Texas, according to the map or plat of said Shady Hill Villa, Phase One, recorded in Volume 221, Page 141, of the Map Records of Harris County, Texas.

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GENERAL RESTRICTIONS, COVENANTS AND CONDITIONS

1. The above described property shall be developed solely as a townhouse development. No business, professional or commercial use shall be made of any of said property, even though such business, professional or commercial use shall be subordinate to use of the premises as a residence, and by way of illustration and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a doctor, lawyer, dentist, engineer, geologist, or geophysicist, accountant, contractor, barber, beauty operator, chiropractor, osteopath, radio or television repairman, automobile repairman, boat builder or boat repairman. It is further expressly provided that no activity shall be carried on upon any of the above described property which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or which might be considered to reduce the desirability of the property as a residential townhouse development, even though such activity be in the nature of a hobby and not carried on for profit.

2. No structure other than a single family townhouse residence not more than two (2) stories in height, and covered carport area for not more than two cars, shall be construed, placed on or permitted to remain on each building site, nor shall a residential structure be erected, placed on or permitted to remain on any building site having

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H. Platt Thompson
Engineering Co.
6010 Stuart Ave
Houston, Tx. 77056

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a width of less than 20 feet at the front property line; nor shall a residential structure be erected, placed or permitted to remain on any building site having a floor area of less than 1400 square feet. No one (1) story residence shall be permitted. No building site shall be subdivided without the consent of Shady Hill Villa Townhouse Association, Inc.

3. No improvements shall be erected, placed or altered on any building site unless same shall comply with restrictions and covenants contained herein or any modification hereof.

4. All dwellings shall be located on the respective building sites, with the side of each building being on the side property lines and the front of the building being on the front property line or set back a distance to be specified for the particular building site by Shady Hill Villa Townhouse Association, Inc. No garage shall be permitted, whether attached or detached, but provision for housing automobiles shall be made only through the use of carports, detached or attached, which shall be located at the rear of the building site, opening only along the driveway easement at the rear of the site. Nothing in these restrictions shall prevent the construction of condominiums or condominium type construction, provided that such construction is approved in writing by the Shady Hill Villa Townhouse Association, Inc. before plans and specifications are submitted to the City of Baytown for a building permit. Party walls and joint walls are not prohibited under these restrictions; however, all party walls and joint walls shall be covered by specific party wall or joint wall agreements executed by abutting building site owners. In the event individual walls are installed as opposed to common, joint or party walls, the joint between the two walls must be water proofed to prevent any moisture from getting between the two buildings, and the responsibility for the installation of this waterproofing shall be the responsibility of the latest or last unit built adjoining such wall. The maintenance of such

water proofing shall be the joint responsibility of the abutting building site owners.

113-16-0329

5. No landscaping shall be done on the front of any building site until the landscape plans shall have first been approved by the Shady Hill Villa Townhouse Association, Inc. The area between the street right-of-way and the front property line shall be improved by each individual building site owner with material and shrubs specifically approved by Shady Hill Villa Townhouse Association, Inc. It is the intention of this covenant to limit such area to gladstone, cobblestone, brick, or exposed aggregate concrete or quarry tile walk, four (4) feet in width, each walk meeting the level of the adjoining walks and with a slope toward the curb.

6. Not less than fifty per cent (50%) of the exposed exterior wall material of all dwellings shall be of masonry or masonry veneer, or stucco, exclusive of windows, eaves, gables and door openings, provided that carports are not required to be construed of masonry or masonry veneer. The exterior of each dwelling, including lawns, walls and shrubbery, shall at all times be kept and maintained in good condition. If, in the opinion of the Shady Hill Villa Townhouse Association, Inc., the exterior of any dwelling is in need of repair or maintenance, the Shady Hill Villa Townhouse Association, Inc. shall notify the owner in writing of the need of such repair or maintenance, and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then Shady Hill Villa Townhouse Association, Inc. may proceed to have such repairs or maintenance work done for the account of and payment by the owner, and the owner shall pay upon demand Shady Hill Villa Townhouse Association, Inc.'s cost, together with interest at the rate of 10% per annum until such payment is made, and reasonable attorney's fees if referred to an attorney for collection.

7. No trash, ashes, or other refuse may be thrown or dumped on any building site.

8. No building materials of any kind or character shall be stored on any building site until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the site on which the improvements are to be erected, and shall not be placed in the streets, or between the curb and property line.

9. Vegetation on each site shall be kept mowed at regular intervals so as to maintain a neat and attractive appearance, and trees, shrubs, vines and plants which die shall be promptly removed. Garbage and refuse containers may not be stored or left standing in front of the front property line.

10. No signs, advertisements, billboards, or advertising structures may be erected or maintained on any site except that a sign not exceeding 15 square feet in area may be erected on the premises advertising the premises for sale or for rent.

11. No cattle, horses, mules, sheep, rabbits, hogs, poultry, or other animals or fowl other than ordinary household pets may be kept on any site; and no person shall keep either cats, dogs, birds, or other household pets in such quantity as to be reasonably considered to annoy the neighbors, it being the sense of these restrictions that reasonable keeping of pets shall be permitted, but that the increase thereof must be removed from the premises with reasonable dispatch, and none may be kept, bred, or maintained for commercial purposes.

12. No privy, cesspool, tank, or disposal plant shall be erected or maintained on any site.

13. No operation of any kind shall be conducted on any building site to explore for, produce, store, treat, or transport oil, gas or other minerals.

14. No fence, wall or hedge shall be placed on any site nearer to any street than the property line. Any fence, wall or hedge violating this provision shall be removed at the cost of the offending party.

15. No trailer, basement, tent, shack, or garage, shall at any time be used as a residence, either permanently or temporarily, nor shall any structure of a temporary character be used as a residence.

113-16-0331

16. No trailer, trailer house, truck or boat shall be parked on any site or common area, or between any residence and an abutting side street, or driveway, or upon any street or driveway abutting any site. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, truck, or trailer home for short periods preparatory to taking same to some location outside the above property for use or storage, but the habitual parking or standing of boats, trailer houses, trucks, or trailers within the area specified shall be a violation of these restrictions.

MAINTENANCE FUND

Commencing on the date of deed from Owner, each residential building site shall be subject to an annual maintenance charge of not less than sixty dollars (\$60.00) nor more than three hundred dollars (\$300.00), such charges to be used for the purpose of creating a fund to be known as "Maintenance Fund". The amount of such maintenance charge shall be designated by the Board of Directors of Shady Hill Villa Townhouse Association, Inc. at least thirty (30) days prior to January first of each calendar year, provided, however, that the amount of such annual maintenance charge shall not exceed three hundred dollars (\$300.00) per building site per year, unless approved by two-thirds of the members of Shady Hill Villa Townhouse Association, Inc. All charges shall be uniform for all sites subjected to such maintenance charge. Such maintenance charge shall be payable to Shady Hill Villa Townhouse Association, Inc., and to secure the payment of such maintenance charge, a vendor's lien is hereby retained against each of the above enumerated sites in favor of Shady Hill Villa Townhouse Association, Inc., its successors and assigns. Any unpaid maintenance charge shall bear interest commencing thirty days from date it becomes due at the rate of 10% per annum, and the defaulting owner shall be liable for court costs and reasonable attorney's fees if referred to an attorney.

So far as said sum may be sufficient, funds collected from this charge shall be applied toward the payment of expenses incurred for any or all of the following purposes:

113-16-0332

Lighting, improving, planting, landscaping, beautifying, and maintaining streets, parks, parkways, esplanades; subsidizing bus service, police patrol service, watchman service; collecting and disposing of garbage ashes, trash, and refuse; payment of legal or other expenses incurred in connection with the collection, enforcement and administration of the maintenance fund, and the enforcement of covenants and restrictions for the lots subjected to such funds; subsidizing or providing for establishment, operation, maintenance and equipment of community recreation facilities, caring for vacant building sites; maintaining the common area, including by way of illustration and not limitation, the caring for, maintaining, replacing, watering and fertilizing of all shrubbery within the common area; contracting with third parties for all enumerated purposes and doing any other things necessary or desirable in the opinion of Shady Hill Villa Townhouse Association, Inc. to keep the community neat and in good order, or which it considers of general benefit to the owners or occupants of the sites subjected to the maintenance charge, it being understood that the judgment shall be final so long as such judgment is exercised in good faith.

As other sections or phases of townhouses in Shady Hill Villa are developed in the future and a maintenance charge is imposed thereon similar to that herein set forth, then the maintenance fund resulting from charges collected from owners of the building sites subjected to the provisions of this instrument, as well as any sites in future sections of phases subjected to such maintenance fund, may be administered as a common fund and may be expended for the purpose herein enumerated in all such sections as are subjected to such maintenance charge. Such maintenance charge shall, in any event, remain effective until the first day of January, 1999, at which time same shall be automatically extended for successive periods of ten years each, unless by a vote of the then owners

113-16-0333

of two-thirds of the building sites in said Shady Hill Villa, Phase One, said maintenance charge is discontinued or modified, such actions to be effective only if evidenced by written instruments, signed and acknowledged by said owners and recorded in the office of the County Clerk of Harris County, Texas. The discontinuance of said fund as to the sites specifically enumerated herein shall not affect the continuance of said fund as to any other sites subjected thereto.

Notwithstanding the provision above contained for administration as a common fund of maintenance funds from the above enumerated sites and subsequent sections or phases, it is expressly provided that no such subsequent sections or phases shall be brought to said common fund nor participated in its benefits except such subsequent sections or phases as are specifically designed in writing by the undersigned.

Such maintenance charge shall be payable annually in advance on the first day of January of each year.

All property dedicated for easements or common area, and all property owned by a non-profit organization shall be exempt from the maintenance charge created herein. However, no land or improvements devoted to dwelling use shall be exempt from such charge.

ENFORCEMENT

If any person should violate or attempt to violate any of the covenants, conditions or restrictions herein set forth, then any person or persons owning any of the sites above enumerated shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate same, and to compel compliance by injunction, both mandatory and prohibitory and to recover damages for the violation, or to have judgment both for injunction and for damages. Failure by any person to enforce any restriction herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. In violation of any of these covenants by

113-16-0334

judgment or court order shall in no wise affect any others, which shall remain in full force and effect. Imposition of additional restrictions by zoning ordinance shall be cumulative of those set forth herein and shall never operate to impair or diminish the force and effect of these covenants, conditions and restrictions. If any violation is made or threatened and is not corrected within fifteen (15) days from demand for compliance with the provisions hereof, the offending party shall be liable in damages for all expenses incurred by the complaining party or parties in any suit thereafter filed for enforcing compliance herewith, including reasonable attorney's fees.

PERIOD OF RESTRICTIONS

These restrictions, covenants and conditions hereof shall run with the land and shall be binding on all parties and all persons until the first day of January, 1999, at which time same shall be automatically extended for successive periods of ten years each, unless by a vote of two-thirds of the record owners of the building sites in said Shady Hill Villa, Phase One, such restrictions, covenants and conditions are discontinued or modified, such actions to be effective only if evidenced by written instruments, signed and acknowledged by said owners and recorded in the office of the County Clerk of Harris County, Texas.

INCORPORATION BY REFERENCE

Reference is made to that certain Community Services Charge instrument filed under Clerk's File No. D996908, and instrument dated November 11, 1973, filed under File No. E042248 and restrictive covenant instrument dated October 11, 1973, filed under Clerk's File No. D996909, for additional covenants and conditions, which are hereby incorporated by reference. Any inconsistency or conflict between such instruments and the terms hereof shall be resolved in favor of the above referred to instruments.

HOUSTON-CITIZENS BANK & TRUST CO. joins herein as lienholder only to evidence its consent to the herein contained restrictions, covenants and conditions.

EXECUTED this 3 day of July, 1974

SHADY HILL VILLA LTD.

BY: [Signature]
SOLE GENERAL PARTNER

HOUSTON-CITIZENS BANK & TRUST CO.

BY: [Signature]
President

ATTEST:

[Signature]
Cashier

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD B. MERRILL, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3 day of July, 1974.

Harold C. Feep
Notary Public in and for Harris County,
T E X A S

113-16-0335

THE STATE OF TEXAS §

COUNTY OF HARRIS §

RECORDER'S MEMORANDUM:
The changes made on this instrument
were present at the time instrument
was filed and recorded.

BEFORE ME, the undersigned authority, on this day personally appeared H.K. Barrett, Vice President of HOUSTON-CITIZENS BANK & TRUST CO., 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 and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of June, 1974.

July

Cynthia Mullins
Notary Public in and for Harris County,
T E X A S

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CYNTHIA MULLINS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975.

FILED
R. Lee Fisher
COUNTY CLERK
HARRIS COUNTY, TEXAS

DEC 9 3 32 PM 1974

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 9 1974



R. Lee Fisher
COUNTY CLERK
HARRIS COUNTY, TEXAS

ORIGINAL

LAW OFFICES OF
CARL, LEE & FISHER
PHONE 224-6494
1500 AUSTIN AT BELL
P. O. BOX 2712
HOUSTON, TEXAS 77001

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