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THE STATE OF TEXAS S
COUNTY OF HARRIS S

KNOW ALL MEN BY THESE PRESENTS:

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:

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All of SHADY HILL VILLA, PHASE TWO, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 222, Page 127, of the Map Records of Harris County, Texas.

GENERAL RESTRICTIONS, COVENANTS AND CONDITIONS

1. The above described property shall be developed solely as a single family residential 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 single family residential 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 residence not more than two (2) stories in height, and covered carport area or detached or attached garage for not more than two cars, shall be constructed 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 a width of less than thirty-five (35) feet

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Robert L. ...
111 Stuart ...
Houston, Tx 77006

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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 building site shall be subdivided without the consent of Shady Hill Villa Association, Inc.

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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.

0 lot lines

4. All dwellings shall be located on the respective building sites, with one side of each building being on a side property line 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 Association, Inc. Party walls and joint walls are strictly prohibited under these restrictions.

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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 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 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 thirty per cent (30%) 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.

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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.

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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.

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.

17. No antenna of any type shall be erected, placed or maintained on the exterior of any structure located on any building site.

MAINTENANCE FUND

Commencing on the date of deed to the initial purchaser of the building site who will be an occupant thereof 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 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 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 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 Association, Inc., its successors and assigns, which vendor's lien is expressly made junior, subordinate and inferior to any bona fide first lien securing payment of purchase price or cost of construction of improvements on each building site. 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.

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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 purposes set out in the restrictive covenants imposed on Shady Hill Villa, Phase One, by instrument filed for record in the office of the County Clerk of Harris County, Texas, under Clerk's File No. E-321258 and any and all subsequent amendments or supplements thereto, it being the intention that the maintenance charge and fund created hereby be collected and administrated as a common fund with the maintenance charge and fund for Shady Hill Villa, Phase One. It is expressly provided that the maintenance charges for Phase Two may be and are to be used (in the sole discretion of the Board of Directors of Shady Hill Villa Association, Inc.) for the maintenance, repair and operation of the common recreational facilities located within Phase One, but which are to be used and enjoyed by owners and occupants of Phase Two. 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 of two-thirds of the building sites in said Shady Hill Villa, Phase Two, 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.

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 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 AND AMENDMENTS TO RESTRICTIONS

These restrictions, covenants and conditions shall run with the

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land shall be binding on all parties and all persons until the first day of January, 1999, at which time shall be automatically extended for successive periods of ten years each, unless by a vote of two-thirds of the then record owners of the building sites in said Shady Hill Villa, Phase Two, 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.

Any or all of the herein contained restrictions, covenants or conditions may be amended, revoked, modified or changed by a vote of two-thirds of the then record owners of the building sites in Shady Hill Villa, Phase Two, such actions to be effective only if evidenced by written instrument or 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. 2042248 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 10 day of January, 1975

SHADY HILL VILLA, LTD.

BY: [Signature]
SOLE GENERAL PARTNER

ATTEST:

[Signature]
Assistant Cashier

HOUSTON-CITIZENS BANK & TRUST CO.

BY: [Signature]
President

116-09-2031

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THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Billie B. Smith 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 10 day of February, 1975.

[Signature]
Notary Public in and for Harris County,
TEXAS

JAN M. HARRIS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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 10th day of February, 1975.

[Signature]
Notary Public in and for Harris County,
TEXAS

JAN M. HARRIS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

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