C842218

RESTRICTIONS C 842218 — B PD 4.00

DEED RECORDS

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STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, E. E. MANGUM, JR., CHARLES W. BROWN, E. PAT EMMOTT and CHARLES W. BROWN, TRUSTEE, are the owner of all the land comprising SECTION TWO (2) of SHADOWLAKE ESTATES SUBDIVISION, Map of which is recorded in Volume 158, Page 10, of the Map Records of Harris County, Texas, to which reference is hereby made; and

101-23-1392

WHEREAS, the said E. E. MANGUM, JR., CHARLES W. BROWN, E. PAT EMMOTT and CHARLES W. BROWN, TRUSTEE, has subdivided and platted said property as shown by the plat thereof as above described,

NOW, THEREFORE, in order to insure to all purchasers in the above described SHADOWLAKE ESTATES SUBDIVISION, SECTION TWO (2), that all properties will be developed and maintained in a uniform manner to the mutual benefit of all owners, the following conditions, restrictions, and covenants are hereby established, same to be covenants running with the land and shall be binding upon all the tracts and purchasers of land in SHADOWLAKE ESTATES SUBDIVISION, SECTION TWO (2). Each purchaser and owner and each holding possession under an owner agrees to observe these conditions and restrictive covenants as follows:

1. Conditions, covenants, restrictions, and reservations shall be in effect until January 1, 1999, and shall be deemed and held to be covenants running with the land and binding upon the Purchaser, his heirs and assigns, and shall automatically be extended for successive periods of ten years each unless by a vote of the majority of the then owners of the lots in said addition it is agreed to change said covenants, conditions and restrictions, in whole or in part.

2. All tracts, EXCEPT those fronting Mount Houston Road, shall be used for residence purposes only. Said tracts fronting on Mount Houston Road may be used for business purposes, but Seller reserves the right to approve the type of business and the type of construction.

3. No building shall be located nearer to the front lot line or nearer the side street line than the building set back line shown on the recorded plat. No building or appurtenance, including detached garage or other outbuilding, shall be located nearer than five feet to any side lot line. No residence or attached appurtenance, shall be located on any lot further than 50 feet from the front lot line. Each corner shall be deemed to front on the street on which it has the smallest frontage, and all improvements shall be constructed on the lot so as to front the street upon which the lot fronts.

4. Building must be completed prior to occupancy. No metal or tin building shall be used for residential purposes. All Buildings used for residence purposes shall have hip, gable, Spanish or built up roof, and hip or gable roof shall be built of tile, slate or shingles, either wood or composition. Shed type roofs are prohibited. No building of frame construction on the exterior of any kind or character shall be erected on any lot unless same at the time of construction shall receive at least two coats of paint.

5. Not more than one single family residential structure and appropriate outbuildings shall be erected on any lot. All foundation shall be of either concrete slab or beam construction.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence. All structures must be constructed with new materials, and no existing building shall be moved to or maintained on any lot.

101-23-1393

7. The floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1000 square feet.

8. No building shall be erected, altered, or placed on any lot or building plot in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a majority of committee composed of E. E. Mangum, Jr., Charles W. Brown, E. Pat Emmott. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on or after January 1, 1999. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously executed by said committee.

9. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials shall be placed inside the property line of the lot upon which the improvements are to be erected, and shall not be placed in the street.

10. Bridges constructed for driveways and walks shall be of concrete pipe and a size not less than 18 inches, or greater size should ditches be of a depth to require same, in order that drainage may not be retarded.

11. No obnoxious or offensive activities, shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

13. All tracts shall be kept in a neat and orderly condition; trash, junk and refuse shall not be kept or allowed on any tract, nor shall unsightly articles, objects or things be placed thereon. In the event of default in the strict performance of this covenant, Seller, their heirs, successors and assigns, may without notice to the Purchaser thereof, enter upon said premises and remove and dispose of trash, junk and unsightly articles or objects. Upon such work being done, Sellers, their heirs, successors and assigns shall render a written statement of the expense thereof to the Purchaser of tract, who shall immediately pay the full amount thereof in cash. All such obligations of Purchaser to pay such amounts shall be secured by a lien upon and against the tract upon which such work was performed. The necessity of the performance of such work shall be in the sole discretion of Sellers, their heirs, successors and assigns.

14. Easements are reserved for utility installation and maintenance as shown on the recorded plat. There is also dedicated for utilities an unobstructed aerial easement five feet wide from a plane twenty feet above the ground upward, located adjacent to all easements shown on the recorded plat.

15. No cesspools shall ever be dug, used or maintained on any lot. Each and every occupant of a residence shall install a septic tank for sewerage disposal prior to occupancy, but lateral lines shall not be run into the road ditches and drainage must be disposed of on the property. Outside toilets are strictly prohibited.

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

17. Should the parties hereto, or any of them, their heirs or assigns, violate, or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants or restriction, and either to prevent him or them from so doing, or to recover damages or other dues for such violations.

18. Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

19. There is expressly reserved and excepted any and all mineral and/or royalty sales, reservations or leases, if any, heretofore made by Grantors' predecessors in title and now of record with the County Clerk of Harris County, Texas.

101-23-1394

WITNESS OUR HANDS THIS THE 3rd DAY OF JANUARY, A. D. 1969.

J. E. Mangum, Jr.
E. E. MANGUM, JR.

Charles W. Brown
CHARLES W. BROWN

E. Pat Emmott
E. PAT EMMOTT

Charles W. Brown, Trustee
CHARLES W. BROWN, TRUSTEE

FILED
R. D. Thurmond
COUNTY CLERK
HARRIS COUNTY, TEXAS

1969 JAN 9 AM 11 55

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared E. E. MANGUM, JR., CHARLES W. BROWN, E. PAT EMMOTT and CHARLES W. BROWN, TRUSTEE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of January, A. D. 1969.

Jan Morouko
Notary Public in and for
the County of Harris, Texas.

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

JAN - 9 1969

R. D. Thurmond
COUNTY CLERK
HARRIS COUNTY, TEXAS

Return to:
Mangum Development Co
5906 Bellaire Blvd #4
Houston, Texas 77036