

SHADOW OAKS SECTION II DEED RESTRICTIONS

[Return to previous page](#)

[Return to home page](#)

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The following deed restrictions were transcribed from the original and do not represent legal documents. Any inaccuracies in these transcriptions are not the responsibility of the Shadow Oaks Civic Association or any of its members.

Paragraph of Dates of Recording and references to Statewide Land Co's., statement of desire to place restrictions of this section of Shadow Oaks has been omitted.

1. The covenants, restrictions and conditions in this instrument to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument duly executed and acknowledged by a majority of the then owners of the lots in said Shadow Oaks, Section II has been recorded in the Deed Records of Harris County, Texas, agreeing to revoke, alter, amend or change said covenants, restrictions and conditions in whole or in part.
- Only one residence shall be constructed on each lot, however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitutes a homesite as defined in the succeeding paragraph save and except Reserve "A" and "B" which shall be restricted to light business and/or multiple unit dwellings.
 - * Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite, *provided, that no residence shall be built on any homesite with less than 60' frontage at the front building set back line except where a shorter frontage is designated for any lot or lots upon the recorded map of the subdivision.*
 - The term "residential purposes" as used herein shall be held and construed to exclude hospitals, duplex houses, apartment houses and garage apartments, and to exclude commercial and professional use; and any such usage of the property described above is hereby expressly prohibited.
 - The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps (except front) and every other permanent part of the improvements, except roofs and masonry plant boxes.
 - * No structure shall be erected, altered, or placed on any lot of plot other than one one-story or one two-story single-family dwelling, one garage (for up to three cars) with or without servants quarters, and one out-building to be used in connection with residence, however, such garage and out-building must be erected simultaneously with or subsequent to the erection of the main building and not prior thereto. *The ground floor area of two-story residences shall contain not less than 1300 square feet and one-story residences shall contain not less than 1300 square feet, both exclusive of porches, whether open or not, and exclusive of garages.* No residence or other permitted structure shall be constructed on any lot or building site nearer than twenty-five (25) feet to the front property line of each lot or nearer than ten (10) feet to any side street line, nor nearer than five (5) feet to any interior line of each lot or building site. The

restriction contained in this paragraph shall not extend to steps, fences, terraces, or trellises, but does apply to the building proper and to any and all garages, porches and galleries attached thereto. If more than one lot is used as one building site, the restrictions set out in this subparagraph shall not apply to the common side property line of such lots. Regardless of any provision above contained, detached garages, with or without servant's quarters, may be placed within three (3) feet of any interior side line of any lot.

- No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 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 material shall be placed within the property lines of the lot or parcel of land upon which improvements are to be erected and shall not be placed in the streets or between the curb and the property lines.
- No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten 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. The right is reserved by Statewide Land Co. to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision.
- 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.
- No trailer, basement, tent, shack, garage, barn or other outbuilding of any character shall be placed or erected on any lot or plot at any time, to be used as temporary or permanent residence, no shall any residence of a temporary character be permitted.
- No garage apartment for rental purposes shall be permitted on any lot or plot. All living quarters on any lot or plot other than in *the* main building must be for bona fide servants only, and shall not contain any kitchen facilities.
- No fence, wall, hedge, nor any pergola or other detached structure for ornamentation purposes shall be erected, grown or maintained on any part of any lot or plot forward of the front building line of said lot of plot as shown on the aforesaid plat. No hedge shall be planted nearer than 20' of sewer line. Private hedge shall not be planted at all.
- No building of frame construction on the exterior of any kind or character shall be erected on any lot of plot, unless the same at the time of construction shall receive at least two coats of paint.

- No residence shall be constructed upon any homesite that shall contain less than 51% masonry or stone on the exterior or that has a built-up roof with pea gravel covering.
- No private water wells, water systems, septic tanks or sewer systems shall be dug, drilled, installed or any manner constructed upon any lot in the subdivision, except as herein otherwise provided.
- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.
- No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- No building shall be erected, placed or altered on any building lot or plot in the above described property until the building plans, specifications and plot plans the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the above described property and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Carter Gorves, John V. Wheat, Murray McCoy or by a representative designated by the members of said committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event the committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in the event the persons seeking to, cannot locate either member of the committee in Houston, Texas, after making a bona fide effort to do so, and shall file a affidavit with the County Clerk of Harris County, Texas, stating what effort has been made to locate committee members at Houston, Texas, 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 shall not be required and this covenant will be deemed to have been fully complied with. Neither of the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers of such committee or its delegated representative shall cease on or after December 31, 1958. At any time the then record owners of the lots shall have the power through a duly written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
- The owner of each tract shall keep the weeds cut on his property and shall keep the property tidy and neat in appearance and free and clear of unsightly obstacles and upon failure to do so Statewide Land Co., its successors or assigns, may upon ten days notice, cut said weeds and the cost thereof shall be a debt of the lot owner and shall bear interest at the rate of 10% per annum from date of cutting until paid; and said debt shall be recoverable together with reasonable attorneys fees.
- No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in, or under any lot or any of the above described lands, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under such property. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any of the above described land.

- The invalidity of any one of these covenants (whether by judgment, court order or otherwise) shall in no wise affect any of the other provisions which shall remain in force and effect. If any of the parties hereto or any of their successors, heirs, or assigns, or any owners of any interest in the above described property shall at any time violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other lot or plot in the above described property, or for Statewide Land Co., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violations. There shall be no obligations on Statewide Land Co., to enforce these covenants and restrictions.

Paragraph of persons placing the above restrictions on the above described property has been omitted.

*** Denotes partitions which should remain specific to each section of said subdivision.**