

SHADOW OAKS SECTION V 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.

County of Harris:

That Statewide Land Co. a corporation owner of that certain tract of land known as Shadow Oaks, Section 5, being a subdivision of 22.0345 acres out of the George Bellows Survey, Abstract 3, in Harris County, Texas, according to the map or plate thereof filed for record in the office of the County Clerk of Harris County, Texas, under Clerk's File Number 1901110 and recorded in Volume 57 at pages 10 and 11, of the map records of Harris County, Texas, does desire to place the restrictions hereinafter set forth upon said Shadow Oaks, Section 5, and to have a written instrument of record to define said restrictions:

Now, therefore, said corporation, incorporated in Texas, acting herein by and through its duly authorized officers, and joined by all of the lien holders on said land, hereby adopt the restrictions, conditions, covenants, reservations and rights as Covenants running with the land on said Shadow Oaks, Section 5, to-wit:

1. All of the plots, area or lots shown on the recorded plat of the Subdivision, shall be known and described as Residential lots, except as hereafter provided in paragraph (19). No building shall be erected, altered, placed or permitted to remain on any Residential lot, other than one detached single family dwelling, not to exceed one (1) story in height, and an attached or detached private garage, and/or any other outbuilding incidental to residential use of said residential lots, provided such outbuilding shall comply in all respects to the restrictions, conditions and covenants herein set forth.

2. No building shall be erected, placed or altered on any residential lot in this subdivision until the building plans, specifications and lot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of Carter Groves, John V. Wheat and H.H. Hatfield, all of Harris County, Texas, or by a representative designated by said Committee.

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 or location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve such design and location within 30 days after said 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 shall be deemed to have been fully complied with. Neither the members of such Committee nor a duly authorized representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee, or its representative shall cease December 31, 1960. Thereafter the approval described in these covenants shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record 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 exercised by said Committee.

3. No dwelling shall be located nearer to the front lot line or nearer to the side street line of said Residential lots than the building set back lines shown on the recorded plat. No building except a detached garage shall be located nearer than 5 feet to any side lot line of any Residential lot, nor nearer to the back lot line than 5 feet.

4. No residential structure shall be erected, placed or permitted on any residential lot which has an area and width less than the full size residential lots as shown on the recorded plat of said Subdivision, nor shall such structure contain

less than (51%) brick or stone masonry in the outside walls, nor shall asbestos siding or composition roofs be used or permitted on any dwelling on said residential lots, nor shall pea gravel roofs be permitted, but such restriction does not include marble type roofs.

5. No noxious or offensive trade or activity shall be carried on upon any lot or plot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

6. All easements, including easements for utilities and drainage facilities, are reserved as indicated or shown on the recorded plat of said addition.

7. There is also dedicated an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown on the recorded plat of said addition.

8. The ground floor area of a main structure, exclusive of open porches and garages, shall be not less than (figure eligible in original copy for this publication. Check with city for exact figure.) ??? square feet for a one story dwelling on all residential lots. (For the purpose of this paragraph 50% of the area of a screened porch may be included in the ground floor area of the main structure on any said residential lots up to a maximum of 60 square feet.)

9. No garage shall be constructed after completion of the main dwelling, unless the materials and design are in harmony with the main dwelling and approved by the aforementioned Committee.

10. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five 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.

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

12. No lot shall be used or maintained as a dumping ground for refuse, rubbish or 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.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, and the y may not be bred and raised in letters on any lot, especially for commercial purposes.

14. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any residential lot shall at any time be used a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, or real estate office, temporary or permanent..

15. No individual water supply system shall be permitted on any lot, nor shall individual sewerage disposal systems be permitted thereon.

16. No fence, wall, hedge, or shrub planting which obstructs sightlines at elevation between 2 and 6 feet above the roadways shall be permitted to remain on any lot closer than 10 feet from any street property line and/or within the triangular are formed by any street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. No fence or wall of any type shall be permitted to remain on any lot between the building set back line and the paved portion of the street. The same sight line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such

sight lines

17. Each and every resident or residential lot owner in this subdivision or addition shall comply strictly with each and all legal sanitary, health and police laws, ordinances and regulations as same now exist or may hereafter exist.

18. No fence, wall or other structure of similar nature shall be permitted nearer to the front lot line than the building line as shown on the recorded plat of the subdivision.

19. Lot forty four (44) in block fifteen (15) of Shadow Oaks, Section 5, shall be reserved for a sales office site for a period of not more than two years, beginning October 28, 1958 and ending October 28, 1960 and after October 28, 1960, restrictions that apply to all lots in Section 5 shall apply to Lot 44 in block 15.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1993, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

21. If the parties hereto or any of them or their successors or assigns or any future owner or owners of the lots in this subdivision shall violate any of the covenants herein, it shall be lawful for any other person owning any of said lots in said Subdivision to prosecute any proceeding at law or in equity against the person or persons so violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other relief for such violation.

22. (text eligible in original copy for this publication. Check with city for exact text).....remedies and relief allowed by law and/or in equity to any and all residents and/or lot owners in such Subdivision who are or any be injured, damaged, or inconvenienced by the violation of any other resident or lot owner or owners in these provisions as same now exist or may hereafter exist.

23. Invalidation of any one or more of these covenants by judgment or other court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Carter Groves and Samuel F. Marshall, the present owners of liens covering the property herein described do by the execution of this instrument join in the placing of the above restrictions, reservations, easements, and covenants on Shadow Oaks, Section Five, and agree that the dedication and Subdivision of said property by the above mentioned plat shall continue in full force and effect and be binding upon them, their heirs, and assigns.

Executed this the 28th day of October, 1958.