



# AMENDED DEED RESTRICTIONS

Spring Shadows Civic Association

<https://www.springshadows.org>

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# SPRING SHADOWS AMENDED RESTRICTIONS A and B

## Amended Restrictions A

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated May 9, 1968, recorded in Volume 7191, Page 449 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 1, (addition in Harris County, Texas, according to the map- or plat thereof, recorded in Volume 122, Page 11 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 8, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated September 8, 1965, recorded in Volume 6208, Page 94 of the Map Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 2, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 128, Page 13 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated September 8, 1965, recorded in Volume 6208, Page 97 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, restrictions and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 3, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 126, Page 69 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated November 17, 1966, recorded in Volume 6574, Page 353 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 4, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 141, Page 50 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated December 7, 1967, recorded in Volume 7017, Page 84 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 5, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 148, Page 13 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated December 7, 1967, recorded in Volume 7017, Page 87 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 7, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 148, Page 115 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated September 26, 1968, recorded in Volume 7380, Page 180 of the Deed Records of

Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 8, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 152, Page 118 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated December 21, 1970, recorded in Volume 8294, Page 543 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 10, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 171, Page 46 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated December 21, 1970, recorded in Volume 8294, Page 545 of the Deed Records of Harris County, Texas, S S R D, INC., and UNIVERSITY SAVINGS & LOAN ASSOCIATION created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the described property:

SPRING SHADOWS, SECTION 12, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 172, Page 1 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated April 28, 1972, filed for record under County Clerk's File No. D-652397 in Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 15, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 186, Page 41 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated March 30, 1973, filed for record under County Clerk's File No. D-855439 in Harris County, Texas, and as amended by instrument dated June 6, 1973, filed for record under County Clerk's File No. D-896145 in Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 16, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 191, Page 110 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated March 31, 1973, filed for record under County Clerk's File No. D-855440 in Harris County, Texas, and as amended by instrument dated October 10, 1974, filed for record under County Clerk's File No. D-236704 in Harris County, Texas, JOSEPH J. JOHNSON and S S R D, INC., created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 17, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 195, Page 61 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated July 9, 1977, filed for record under County Clerk's File No. F-247600 in Harris County, Texas, JOSEPH J. JOHNSON and S S R D, INC., created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 18, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 209, Page 120 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated June 14, 1977, filed for record under County Clerk's File No. G-956556 in Harris County,

Texas, JOSEPH J. JOHNSON and S S R D, INC., created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 19, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 252, Page 10 of the Map Records of Harris County, Texas; and,

WHEREAS, said restrictions as to SECTIONS 1 through 5, SECTIONS 7, 8, 10, 12, and SECTIONS 15 through 19, hereinafter referred to collectively as "SPRING SHADOWS SUBDIVISION", provided as follows:

" ... shall be binding upon Grantor, his heirs, assigns, and any other person, firm or corporation owning or occupying a residential lot in SPRING SHADOWS until January 1, 1995, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a written instrument duly executed by the owners of a majority of the residential lots as to SPRING SHADOWS, SECTIONS 1, 2, 3, 4, 5, 7, 8, 10, 12, 15, 16, 17, 18, and 19, duly acknowledged in recordable form by each of said owners and duly recorded in the office of the County Clerk of Harris County, Texas, it is agreed to modify, amend, or terminate any of said covenants, conditions and restrictions in whole or in part."

WHEREAS, we, the undersigned, being a majority of the owners of the residential lots in SPRING SHADOWS, SECTIONS 1, 2, 3, 4, 5, 7, 8, 10, 12, 15, 16, 17, 18, and 19, desire to terminate the heretofore described restrictive covenants, to declare them null and void, and to establish restrictive covenants running with the land situated in said SPRING SHADOWS SUBDIVISION;

NOW, THEREFORE, we, the undersigned, being at least a majority of the owners of the residential lots as to SPRING SHADOWS, SECTIONS 1, 2, 3, 4, 5, 7, 8, 10, 12, 15, 16, 17, 18 and 19, hereinafter referred to as "OWNERS", do hereby terminate and declare the heretofore described restrictive covenants null and void and of no further force or effect, and do hereby adopt the following covenants and restrictions, which shall constitute covenants running with the land situated in SPRING SHADOWS SUBDIVISION, and shall be binding upon Owners and all parties and persons claiming under them until January 1, 2007, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the owners of residential lots in SPRING SHADOWS SUBDIVISION, duly acknowledged in recordable form by each of said owners and duly recorded in the office of the County Clerk of Harris County, Texas, it is agreed to modify, amend, or terminate any of said covenants, conditions and restrictions in whole or in part. If Owners or their heirs and assigns shall violate or attempt to violate any of the covenants, conditions or restrictions herein, it shall be lawful for any other person or persons owning lands situated in SPRING SHADOWS SUBDIVISION to prosecute such actions at law or in equity, as he or they may deem advisable against the persons violating or attempting to violate any of said covenants, conditions and restrictions.

Should any one or more of the covenants, conditions or restrictions be held to be invalid or unenforceable, such holding shall in no way affect the remainder of the covenants, conditions and restrictions contained herein.

The aforesaid covenants, conditions, and restrictions are as follows:

## ARTICLE I.

### RESERVATIONS, EXCEPTIONS AND DEDICATION

**SECTION 1:** The respective Subdivision Plats of each Section of SPRING SHADOWS SUBDIVISION dedicate for use as such the streets, drives, lanes, walks and easements shown thereon and such Subdivision Plats further establish certain restrictions applicable to the lots in SPRING SHADOWS SUBDIVISION, including without limitation certain minimum set back lines. All dedication, limitations, restrictions and reservations shown on said Subdivision Plats are incorporated herein and made a part hereof, as if fully set forth herein and shall be construed as being adopted in each and every contract, or conveyance conveying any portion of SPRING SHADOWS SUBDIVISION, whether specifically referred to therein or not.

**SECTION 2:** The parcels designated as RESERVES "A", "B" and "C" on the recorded map of SECTION 1 of SPRING SHADOWS, and RESERVES "C" and "D" on the recorded map of SECTION 16 of SPRING SHADOWS (unrestricted) may be used for any lawful purpose or purposes, and shall not be subject to (i) any of the restrictions, or (ii) the annual maintenance charge set out elsewhere herein.

**SECTION 3:** Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded maps or plats of SPRING SHADOWS SUBDIVISION. Title to any lot or portion of lot conveyed by Owners shall not include title to water lines, sewer lines, or any public utility lines in these easements or streets. The streets, drives, lanes, walks and roads, as shown on said maps or plats of SPRING SHADOWS SUBDIVISION, are hereby dedicated to the use of the public.

## ARTICLE II.

### USE RESTRICTIONS

#### SECTION 1: Land Use and Building Type.

Subject to the exception specified in Article I, Section 1 herein, no lot or parcel of land shall be used except for residential purposes. The term "residential purposes", as used herein, excludes hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and further excludes commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the aforesaid lots are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars. No carport shall be constructed as a "garage".

#### SECTION 2: Building Location.

A. No main residence building shall be located nearer to the front lot line or nearer to any side street property line than the building set-back lines shown on the recorded plats of SPRING SHADOWS SUBDIVISION. In any event, no building shall be located on any residential building site nearer than ten (10) feet to any side street property line, or nearer than five (5) feet from the rear lot line, or nearer than five (5) feet from any side property line; provided, however that

(i) as to such lots facing on a cul-de-sac, the main residence building may be located as near as twenty (20) feet to the front property line, and (ii) any garage located within ten (10) feet of the rear property line of any residential lot may be constructed within three (3) feet of the side property line of the residence lot, if permitted by the Building Code of the City of Houston.

B. All detached garages must be located at the rear of the main residence building, and no attached garage shall be located within thirty (30) feet of the front building line unless its location is approved in writing by the Architectural Control Committee.

C. All buildings shall be constructed to front on the street upon which the lot faces, and the Architectural Control Committee reserves the right to designate the direction in which such improvements on any corner lot shall face, and such decision shall be made with the thought in mind of the best general appearance to the immediate section.

D. All building sites shall be composed of a lot as shown on the recorded plats of SPRING SHADOWS; however, a parcel consisting of more than two ( 2) adjoining lots may be re-subdivided into more than one (1) building site by written approval of the Architectural Control Committee, as hereinafter provided. In the event of any such re-subdivision, the provisions herein relating to the location of improvements with reference to the side line of any residential lot shall apply to the side line of each building site created by any such re-subdivision.

E. No Building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards, more fully provided for in Article III. hereof.

### SECTION 3: Dwelling Size.

No main residential structure shall be placed on any lot unless its living area has a minimum of Fifteen Hundred (1,500) square feet of floor area, exclusive of porches and garages in all Sections of SPRING SHADOWS SUBDIVISION, except SECTION 4, which shall have a minimum of Twelve Hundred (1,200) square feet.

### SECTION 4: Type of Construction, Material and Landscape.

A. No residence shall have a roof of composition shingles without the prior written approval of the Architectural Control Committee; which said Committee shall have the sole authority of approving roofing materials other than cedar shingles.

B. The exterior walls of all main residential buildings shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type of construction, but the Architectural Control Committee, as hereinafter provided, shall have the power to waive the masonry requirement so as to allow the erection of a residence of all redwood panel walls or all cedar panel walls.

C. No fence, wall or hedge, or any pergola or other detached structure shall be erected, grown or maintained on any part of any lot in front of the front building line of any residential lot. All fences located along the outer perimeter of any lot must be six (6) feet in height, and constructed of redwood/cedar, unless otherwise approved by the Architectural Control Committee in writing. Any perimeter fence repairs must be effected with the same material as the original construction, and is done at the expense of the owner.

D. Grass and weeds are to be cut on all residential lots so as to prevent an unsightly appearance, and all lawns are to be well maintained. This is the obligation of the owner of the lot and is done at his expense.

### SECTION 5: Annoyance or Nuisances.

A. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The Architectural Control Committee's determination as to what constitutes a noxious or offensive trade or activity shall in all cases be final and conclusive.

B. No spiritous, vinous or malt liquors, or medicated bitters, capable of inducing intoxication, shall ever be sold, or offered for sale, on any residential lot in SPRING SHADOWS SUBDIVISION; and said premises shall not be used for any vicious, illegal or immoral purposes, or for any purpose in violation of any state or federal law, or of any police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of said residential lots.

### SECTION 6: Temporary Structures.

No motor home, vehicle containing camping equipment, trailer, basement, tent, shack, garage or other outbuilding erected on any residential building site 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.

## SECTION 7: Signs and Billboards.

No sign or billboard of any kind shall be displayed to the public view on any residential lot except one (1) sign of not more than five (5) 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.

## SECTION 8: Oil and Mining Operations.

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

## SECTION 9: Storage and Disposal of Garbage and Refuse.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot, except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All equipment and storage containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

## SECTION 10: Animal Husbandry.

No animals other than dogs, cats or other household pets shall be kept on any residential lot, and not more than two (2) of each household pets shall be kept on the premises.

## SECTION 11: Parking and Storage of Vehicles.

- A. No bus, trailer, camper, boat, boat trailer, motor home or camper bodies of any type may be kept, stored or parked within SPRING SHADOWS SUBDIVISION, except within a garage, or parked on a concrete slab behind the front building line of any residential lot; nor may any antenna or solar disk be erected except behind said front building line.
- B. No vehicles shall be parked on lawns or off unpaved surfaces nor shall inoperable vehicles be stored on any residential lot.

## SECTION 12: Water Wells and Septic Tanks.

No water well, septic tank or cesspool shall be permitted on any residential lot.

## ARTICLE III.

## ARCHITECTURAL CONTROL COMMITTEE

### SECTION 1: Committee Membership.

There is hereby created an Architectural Control Committee composed of members duly nominated and elected by the Board of Directors of SPRING SHADOWS CIVIC ASSOCIATION. The Chairman of the committee shall be the Vice-President of the SPRING SHADOWS CIVIC ASSOCIATION. The committee members shall serve staggered terms of two (2) years each. In the event any one of said committee members shall die, resign or become ineligible to act, the Board of Directors of SPRING SHADOWS CIVIC ASSOCIATION shall appoint a successor. Any one of said members may be removed by the said Board of Directors, with or without cause, and said Board of Directors may appoint a new successor. A majority of such Committee shall

have the right to designate a representative or representatives to act for it in all matters arising hereunder. Neither the members of such Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to these restrictions. The powers and duties of the Committee, as from time to time constituted, shall continue in force during the effective period of the restrictions hereby created.

## SECTION 2: Minimum Construction Standards.

The Architectural Control Committee may, from time to time, promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline, and said Architectural Control Committee shall not be bound thereby.

## SECTION 3: Approval of Building Plans.

No building shall be erected, placed or altered on any building site in SPRING SHADOWS SUBDIVISION until complete copies of the building plans and specifications, and a plot showing the location of any such building, have been approved in writing as to conformity and harmony of external design, with existing structures in SPRING SHADOWS SUBDIVISION, and as to location of the building with respect to topography and finished ground elevation. The said Architectural Control Committee or its designated representative must approve the design and location of any building. In the event said Committee, or its designated representative, fails to approve or disapprove the design and location of any such building within forty-five (45) days after said plans and specifications and plot plan have been submitted to it; or in any event, if no suit to enjoin the erection of such building or the making of alterations has been commenced prior to the completion thereof, such approval will not be required and this provision as to approval will be deemed to have been satisfied.

## SECTION 4: Re-subdivision of Lots.

The Architectural Control Committee may, at its sole option, approve the re-subdividing of more than two (2) residential lots, as shown on the recorded maps or plats of SPRING SHADOWS SUBDIVISION, provided that no building site created by any such re-subdivision be established having an area less than the square foot area of the smallest platted lot comprising part of the area to be re-subdivided.

# ARTICLE IV.

## SPRING SHADOWS CIVIC ASSOCIATION, INC.

### SECTION 1: Membership.

Every person or entity who is a record owner of any of the Properties which are subject, or which will be subject, upon the completion of improvements thereon, to maintenance charge assessment by the Association, including contract sellers, shall be a member of the SPRING SHADOWS CIVIC ASSOCIATION, INC. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership, regardless of the number of lots owned (See Section 6 herein for voting rights). Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

### SECTION 2: Maintenance Assessments.

Owners impose on each Lot within SPRING SHADOWS SUBDIVISION and hereby covenant, and each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (a) annual assessments or charges to be established and collected as hereinafter provided, and (b) special assessments for emergency situations; except said annual and special assessments shall not be levied against any unimproved lot until a residence is built on same and it is occupied. However, this exception does not pertain to an unimproved

lot or lots used in conjunction with the residence built on another lot. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be secured by a Vendor's Lien which is hereby reserved in favor of the Association and its successors and assigns, upon each Lot against which each such assessment is made, to the same extent as if retained as a vendor's lien by the Grantor in each deed to any such Lot and expressly assigned to the Association without recourse to any extent unto said Grantor. Each such assessment, together with any accrued interest, and all collection costs and reasonable attorneys' fees incurred to enforce payment thereof, shall also be the personal obligation of the person or entity owning such Lot at the time when each assessment becomes due and payable. The personal obligation for delinquent assessments shall not pass to such person's or entity's assignee or successor in title unless assumed by such assignee or successor.

### **SECTION 3: Purpose of Assessment.**

The assessment levied by the Association shall be used exclusively to improve, beautify and maintain entrance ways, signs or any other common area of SPRING SHADOWS SUBDIVISION, to promote recreation, health, safety, convenience and welfare of the Members, such benefits to include by way of illustration but not limitation, to provide patrol or watchman service, to fog for insect control and to provide special garbage pick-up; to enforce the covenants contained herein; to employ at the request of the Architectural Control Committee one or more architects, engineers, attorneys or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth herein; to provide and do a 11 other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of SPRING SHADOWS SUBDIVISION, and for the benefit of the Members of the Civic Association, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the law and the By-Laws governing the Association.

### **SECTION 4: Maximum Annual Assessment.**

Each Lot shall be subject to an annual maintenance charge of not more than \$120.00 per Lot and not to exceed an annual increase thereafter of ten per cent (10%), for the purpose of creating a fund to be known as the SPRING SHADOWS MAINTENANCE FUND. This maintenance charge shall be payable to SPRING SHADOWS CIVIC ASSOCIATION, INC., its successors and assigns, annually, in advance, on the first day of January of each year, and shall commence on January 1, 1983.

### **SECTION 5: Special Assessments for Emergency Situations.**

In the event the foregoing of any unforeseen performance of its annual assessment is not adequate to take care of any unforeseen emergency arising out of the Association's duties under the terms of the covenants, conditions and restrictions herein created, the Association may levy against all Lots, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of said emergency situation; provided that any such assessment must have the assent of two-thirds (2/3) of the vote of all members who are voting in person or by proxy, at a meeting duly called for this purpose.

### **SECTION 6: Voting Right.**

The ownership of a Lot shall entitle the Owner or Owners thereof to cast Two (2) votes; however, the ownership of an additional Lot or Lots shall not entitle the said Owner or Owners to cast more than said Two (2) votes. When more than one (1) person holds an interest in any Lot, the Two (2) votes for said Lot shall be exercised as they among themselves determine.

### **SECTION 7: Date of Commencement of Annual Assessments: Due Dates.**

The annual assessments provided for herein shall commence as to the Lots on the dates fixed by the Board of Directors to be the dates of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter, the Board of Directors shall fix the amount of the annual assessment against each Lot at least Thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid.

## SECTION 8: Effect of Non-Payment of Assessments Remedies of the Association.

Any assessment not paid within Thirty ( 30) days after its due date shall bear interest from the due date until paid, at the rate of Ten per cent (10%) per annum. The Association may bring an action at law to collect such assessment against the Owner personally obligated to pay the same or foreclose the Vendor's Lien reserved herein against the Lot against which such assessment is levied, or may enforce collection by any other means authorized by law. The Association shall be entitled to recover interest accrued, at the rate hereinabove set forth, together with collection costs and reasonable attorneys' fees incurred by it in enforcing payment of such assessments. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or by abandonment or conveyance of his Lot.

## SECTION 9: Subordination of Lien.

The Vendor's Lien, reserved herein as security for the payment of the annual and special assessments set out herein, shall be subject, subordinate, inferior and secondary to all liens, mortgages and encumbrances, whether now or hereafter existing, that (a) are created to secure the payment of the purchase price of all or any part of any Lot (and any improvements thereon), situated within the plats establishing SPRING SHADOWS SUBDIVISION, or (b) are created to secure the payment of all amounts due or to become due under and by virtue of any contract, now or hereafter executed, for the construction, addition or repair of any improvements now or hereafter situated upon all or any part of any Lot situated within the plats establishing SPRING SHADOWS SUBDIVISION.

The sale or transfer of any Lot shall not affect the lien securing the assessments provided for herein. However, the sale or transfer of any Lot, pursuant either to mortgage foreclosure or to any proceeding in lieu thereof, shall extinguish the lien of such assessments as to any payments that have become due and payable prior to such foreclosure, sale or transfer in lieu thereof. No foreclosure or sale or transfer in lieu thereof, covering any Lot, shall relieve the purchaser or transferee thereof from liability for any assessments thereafter becoming due and payable, nor release any such Lot from the lien securing payment of such subsequent assessments.

## ARTICLE V.

### SEVERABILITY

Any violation of any of the covenants, agreements, reservations, easements and restrictions set out herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor under any mortgage or Deed of Trust, or the assignee of any mortgagee, trustee or grantor under any such mortgage or Deed of Trust outstanding against the property covered by any such mortgage or Deed of Trust at the time the easements, agreements, restrictions, reservations or covenants may be violated. EXECUTED the dates of our acknowledgments set forth below, effective as of September 21, 1982.

# Amended Restrictions B

## **SPRING SHADOWS AMENDED RESTRICTIONS**

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated March 3, 1970, recorded in Volume 7935, Page 250 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, Section 9, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 155, Page 123 of the Map Records of Harris County, Texas, and a portion of which has been replatted as a PARTIAL REPLAT OF SPRING SHADOWS, SECTION NINE (9) and filed for record in the County Clerk's Office in Harris County, Texas, in Volume 167, Page 64 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated June 17, 1969, recorded in Volume 7703, Page 14 of the Deed Records of Harris County, Texas, and as amended by instrument dated October 22, 1969, recorded in Volume 7804, Page 369 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 11, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 159, Page 47 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5860, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated March 3, 1970, recorded in Volume 7935, Page 247 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 13, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 164, Page 40 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated March 18, 1965, recorded in Volume 5960, Page 176 of the Deed Records of Harris County, Texas, as amended by instrument dated March 3, 1970, recorded in Volume 7928, Page 340 of the Deed Records of Harris County, Texas, JOSEPH J. JOHNSON created and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of the following described property:

SPRING SHADOWS, SECTION 14, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 165, Page 116 of the Map Records of Harris County, Texas; and,

WHEREAS, by instrument dated effective as of September 21, 1982, filed for record under Clerk's File No. H-762143 in Harris County, Texas, a majority of the owners of residential lots in Sections 1 through 5, Sections 7, 8, 10, 12, and Sections 15 through 19, of SPRING SHADOWS SUBDIVISION terminated all prior restrictive covenants and established certain covenants, conditions and restrictions running with the land situated in said SPRING SHADOWS SUBDIVISION; and,

WHEREAS, we, the undersigned, being at least ninety percent (90%) of the owners of the residential lots in SPRING SHADOWS SUBDIVISION, Sections 9, 11, 13 and 14, desire to terminate prior restrictive covenants affecting residential lots in Sections 9, 11, 13 and 14 of SPRING SHADOWS SUBDIVISION, and to establish certain covenants, conditions and restrictions running with the land, as set forth in that certain instrument dated effective as of September 21, 1982, filed for record under Clerk's File No. H-762143 in Harris County, Texas.

NOW, THEREFORE, we, the undersigned, being at least ninety percent (90%) of the owners of the residential lots in SPRING SHADOWS SUBDIVISION, Sections 9, 11, 13 and 14, do hereby terminate said prior restrictive covenants affecting said Sections 9, 11, of SPRING SHADOWS SUBDIVISION, and confirm and ratify the provisions of SPRING RESTRICTIONS, dated effective as of September for record under Clerk's File No. H-762143 in said prior 13 and 14 do hereby adopt, SHADOWS AMENDED 21, 1982, filed Harris County, Texas.

EXECUTED the dates of our acknowledgments set forth below, effective as of September 21, 1982.