

RULES AND REGULATIONS FOR  
SHADOWDALE TOWNHOMES

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1. Any common sidewalks, driveways, entrances, halls and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from the units.
2. No article shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the unit owners.
3. Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, entrances, halls and passageways as a play area(s).
4. No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee, or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.
5. No work of any kind shall be done upon the exterior building walls or upon the common elements by any unit owner. Such work is the responsibility of the Association.
6. No owner, resident, tenant or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.
7. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb occupants of other units, and the same shall not be played or permitted to be played between the hours of 11:30 P.M. and the following 8:00 A.M. if the same shall disturb or tend to disturb other occupants.
8. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash facilities.
9. No animals, livestock or poultry of any kind shall be raised, bred, kept, maintained or harbored within this condominium regime, except that one dog or cat or other household pet (lap size) may be kept; provided that, they are not raised, provided further, that if such dog, cat or other household pet becomes obnoxious to other owners, the owner of such dog, cat or other household pet, shall dispose of same upon written notice issued by the Managing Agent, or if there is no Managing Agent, then the Board of Directors.

**EXHIBIT "A"**

10. No owner of a one (1) bedroom condominium unit shall be allowed to have any children living in a one (1) bedroom condominium unit. No owner of a two (2) bedroom condominium unit shall be allowed more than two (2) children to be living with Owner in a two (2) bedroom condominium unit and further, no owner of a three (3) bedroom condominium unit shall be allowed more than two (2) children to be living with Owner in a three (3) bedroom condominium unit.

11. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in the storage areas.

12. Any damage to the common elements or common personal property caused by a unit owner, members of a unit owner's family, their guests, residents, tenants, lessees, agents or employees, shall be repaired at the expense of that unit owner.

13. The Managing Agent, or if there is no Managing Agent, then the Board of Directors, shall retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit without prior consent, and, if such consent is given, the owner shall provide a key for the Managing Agent's or the Board of Director's use.

14. The management personnel and staff are adequately compensated and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.

15. No owner, resident, tenant or lessee shall display a sign of any nature in the common area or in a location visible from the common area without express written permission from the Association. The Association will consider written requests for permission to display signs on a case by case basis. If such request is approved by the Association, the owner, tenant or lessee will be informed in writing of such approval.

The foregoing rules and regulations are subject to amendment and to the promulgation of further regulations.

STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time blessed herein by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV - 1 1979



*Quinta L. Anderson*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Picture:  
Wood, Campbell, Thadyr, Gibbs  
1980 J. Post Oak  
Suite 2300  
Houston 77056*

SECOND AMENDMENT TO CONDOMINIUM DECLARATION  
FOR SHADOWDALE TOWNHOMES

This Second Amendment to the above-referenced Condominium Declaration is made and executed by SHADOWDALE, LTD., a Texas limited partnership, for the purpose of making certain corrections to said Condominium Declaration.

WITNESSETH:

WHEREAS, the Condominium Declaration for Shadowdale Townhomes (the "Declaration") is filed under Harris County Clerk's File No. F605238, and recorded in Volume 69, Page 66 of the Condominium Records of Harris County, Texas; and

WHEREAS, an Amendment to Condominium Declaration for Shadowdale Townhomes (the "Amendment") is filed under Harris County Clerk's File No. F709838, and recorded in Volume 76, Page 2 of the Condominium Records of Harris County, Texas; and

WHEREAS, by error, SHADOWDALE TOWNHOMES is named and referred to as the "Declarant" in the Declaration and the Amendment.

NOW, THEREFOR, SHADOWDALE, LTD. does further amend said Declaration as follows:

1) On Page 1, the first paragraph of the Declaration, shall be deleted, and the following paragraph shall be substituted therefor;

"THAT WHEREAS, SHADOWDALE, LTD., a Texas limited partnership, hereinafter called "Declarant", is the owner of a certain tract of land and the improvements thereon situated in Harris County, Texas, which property is more particularly described on the attached Exhibit "A", which, by this reference, is made a part hereof; and"

2) Each and every reference made in the Declaration to "Declarant" shall mean and refer to "SHADOWDALE, LTD.";

3) The Declaration shall be deemed to have been made and executed by SHADOWDALE, LTD.;

4) All amendments to the Declaration described herein shall be deemed to be reflected in the Amendment.

THIS SECOND AMENDMENT is made by SHADOWDALE, LTD., a Texas limited partnership, in order to correct said error, and in all other respects to confirm the Declaration and the Amendment.

IN WITNESS WHEREOF, SHADOWDALE, LTD. has caused this Second Amendment to be executed this 22nd day of August, 1978.

SHADOWDALE, LTD.

By: Jack Modesett, Jr.  
General Partner

CORNERSTONE CORPORATION,  
General Partner

By: Jack Modesett, Jr.  
President

FILED

AUG 23 2 44 PM 1978

Robert J. [Signature]  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ATTEST:

[Signature]  
Secretary

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME,  
personally appeared  
SHADOWDALE, LTD.,  
to be the person  
instrument, and  
for the purposes  
capacity therein  
partnership.

GIVEN UNDER  
day of August

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME,  
personally appeared  
CORNERSTONE CORP.  
the person whose  
and acknowledged  
purposes and con  
therein stated a

GIVEN UNDER  
day of August

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jack Modesett, Jr., General Partner of SHADOWDALE, LTD., a Texas Limited Partnership, 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 limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of August, 1978.



Mary Sumler  
Notary Public in and for  
Harris County, Texas

MARY SUMLER  
Notary Public in and for Harris County, Texas  
My Commission Expires March 31, 1979

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jack Modesett, Jr., President of CORNERSTONE CORPORATION, a corporation, 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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of August, 1978.



Mary Sumler  
Notary Public in and for  
Harris County, Texas

MARY SUMLER  
Notary Public in and for Harris County, Texas  
My Commission Expires March 31, 1979