515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

March 10, 2021

Planning & Zoning Commission City of Piney Point Village 7676 Woodway, Suite 300 Houston, TX 77063

ATTENTION: PLANNING & ZONING COMMISSION

On behalf of our client, AJAY DAMANI AND RUCHIRA DAMANI, Probstfeld & Associates, Inc., respectfully requests a hearing at 7:00 PM on MARCH 25, 2021, now being held online, using Zoom Meeting Platform. We are seeking approval for the following:

PRELIMINARY PLAT OF DAMANI ESTATE

A SUBDIVISION BEING OUT AND PART OF CERTAIN 0.5820 ACRE TRACT BEING MORE COMMONLY KNOWN AS LOT 14 AND THE ADJOINING 5 FEET OF LOT 15 OF SHADOWOOD, AND UNRECORDED SUBDIVISION IN HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THAT CERTAIN 12.6 ACRE TRACT OF LAND CONVEYED TO NORMAN WAY AS RECORDED IN VOLUME 2574, PAGE 707 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS

BEING A PLAT OF 0.5820 ACRE (25,351 SQUARE FEET) LOCATED IN THE JOHN D. TAYLOR SURVEY, ABSTRACT 72, CITY OF PINEY POINT VILLAGE, HARRIS COUNTY, TEXAS.

I LOT I BLOCK NO RESERVE

REASON FOR PLATTING:
TO CREATE ONE SINGLE FAMILY RESIDENTIAL LOT FROM
MULTIPLE TRACTS IN AN UNRECORDED SUBDIVISION

HCAD: 0806170000014

AT: 210 Merrie Way Lane, Piney Point Village

LGL: LT 14 & TR 15A, Shadowood U/R

Please find attached a copy of the PRELIMINARY PLAT. If you have any questions or concerns, please feel free to contact me at 281.829.0034.

Sincerely,

MÁRIO F. COLINA, P.E. Probstfeld & Associates, Inc.

Attachments: Copy PRELIMINARY PLAT



January 6, 2021

Mr. Matthew J. Probstfeld, R.P.L.S. Probstfeld & Associates 515 Park Grove Drive, Suite 102 Katy, TX 77450

Re:

On-Going Services
Preliminary Plat Review of 210 Merrie Way – Second Submittal

Piney Point Village, Texas HDR Job No. 20-004A

Dear Mr. Probstfeld:

We have reviewed the preliminary plat for the above referenced address. The plat appears to meet all requirements set forth in the City ordinances pending approval of a variance for the front building line from the Board of Adjustments and pending the updated recording information for Lots 11 & 12 Shadowood unrecorded conveyed to Mingda Zhao and Holly Carlson Zhao when available. Therefore, we have no objections to the preliminary plat. Sincerely,

HDR Engineering, Inc.

Aaron Croley, P.E., CFM

Moron Cooling

Project Engineer

cc: Annette Arriaga - City of Piney Point Village

2900, Page 91 of the Deed Records & and in Clerk's File No. C629153, all in Harris County. Plat reflects revised building set back lines that are more restrictive than the ones on restrictive

15. Plat reflects revised building set back lines that are more restrictive than the ones on restrictive covenants as filed in Volume 2597, Page 181, Volume 2639, Page 448, and Volume 2900, Page 91 of the Deed Records & and in Clerk's File No. C629153, all in Harris County.

NOTES ON EXISTING PIPELINES

There are no existing pipelines or pipeline easements within this subdivision.

PRELIMINARY PLAT OF DAMANI ESTATE

SUBDIVISION BEING OUT AND PART OF CERTAIN 0.5820 ACRE TRACT BEING MORE COMMONLY KNOWN AS ALL OF LOT 14 AND THE ADJOINING 5 FEET OF LOT 15 OF ADOWOOD, AN UNRECORDED SUBDIVISION IN HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THAT CERTAIN 12.6 ACRE TRACT OF LAND CONVEYED TO DRIVEN WAY AS RECORDED IN VOLUME 2574, PAGE 707 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS

G A PLAT OF 0.5820 ACRE, (25,351 SQUARE FEET) LOCATED IN THE JOHN D. TAYLOR SURVEY, ABSTRACT 72, CITY OF PINEY POINT VILLAGE, HARRIS COUNTY, TEXAS.

1 LOT 1 BLOCK NO RESERVE

REASON FOR PLATTING:

TO CREATE ONE SINGLE FAMILY RESIDENTIAL LOT FROM MULTIPLE TRACTS IN AN UNRECORDED SUBDIVISION

OWNER:

AJAY DAMANI AND RUCHIRA DAMANI 210 MERRIE WAY LANE HOUSTON, TX 77024

CITY OF PINEY POINT VILLAGE, TEXAS

JANUARY 28, 2021

ROBSTFELD SASSOCIATES PROFESSIONAL LAND SURVEYORS



MEMORIAL VILLAGES WATER AUTHORITY

8955 GAYLORD DRIVE, HOUSTON, TEXAS 77024-2903 PH: 713-465-8318 FAX: 713-465-8387

October 28, 2020

City of Piney Point Village Planning & Zoning Commission 7676 Woodway Dr., Suite 300 Houston, Texas 77063

VIA FAX No. 713-782-3178

Ajay Damani & Ruchira Damani C/O Probstfeld & Associates 515 Park Grove Drive Katy, Texas 77450

VIA Email: mario@probstfeld.com

Re: L

Letter of No Objection for Preliminary Plat of 210 Merrie Way Lane Damani Estate Lot 1, Block 1, 0 Reserve, Piney Point Village, Texas

Dear Commissioners:

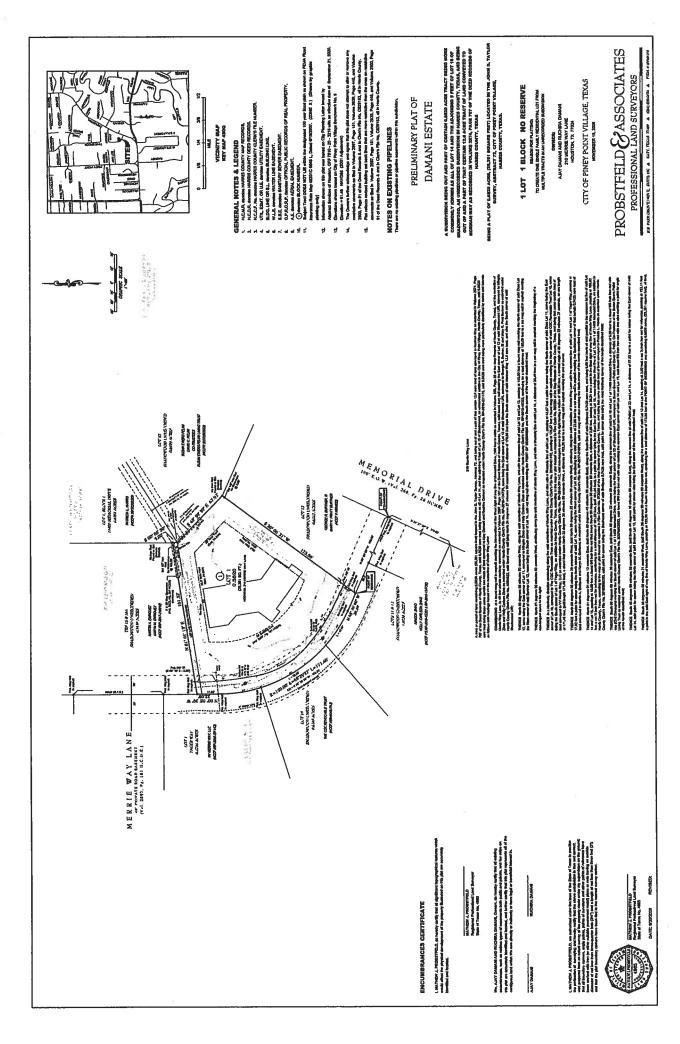
Memorial Villages Water Authority (the "Water Authority") has reviewed the proposed Preliminary Plat of the above referenced single family residential lot in the City of Piney Point Village. In our review, we have determined that the proposed Plat, creating one single family residential lot, will not adversely affect either the existing sanitary sewer system or existing water system that serve property along Merrie Way Lane nor the existing services to this proposed lot as this property is currently served with water and sewer service. Should a new residence be proposed on this lot, the owners are required to obtain a "Letter of Water and Sewer Availability" from the Water Authority prior to obtaining a building permit. In addition, the single residential lot will be restricted to one water service and one sanitary sewer service per MVWA Board Order.

If you have any questions, you may reach me at 713-465-8318.

Sincerely,

Trey Cantu General Manager

Cc: Customer file





November 3, 2020

City of Piney Point Village 7676 Woodway, Suite 300 Houston, TX 77063

Re: PRELIMINARY PLAT OF DAMANI ESTATE

To whom it may concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, has been asked to provide a letter of no objection for the above referenced survey dated November 19, 2020.

At this time, CenterPoint Energy has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or preexisting easements, CenterPoint will require exclusive easements.

Upon completion of CenterPoint's facility designs, dedicated utility easements may be determined inadequate by CenterPoint Energy. In these cases, the developer, his successors or assigns, will be required to provide CenterPoint with exclusive easements.

This letter does not give consent to any abandonment of pre-existing easements, roads, alleys or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

If there are any questions, please contact Samantha Richards at 713.207.6362.

Sincerely,

Samantha Richards

Samantha Richards, SR/WA Sr. Right-of-Way Agent

C: Mario Colina <mario@probstfeld.com>

PLR20.577



AT&T Texas 14575 Presidio Square Blvd, Room 135 Houston, Texas, 77083 Tel: 281-983-1371 David.mertz@att.com

December 3, 2020

Mario Colina Probstfeld & Associates 515 Park Grove Dr Katy, Texas 77450 Phone: 281-829-0034

Fax: 281-829-0233

Dear Mr. Colina,

AT&T has no objection to the re-plat of the property located at 210 Merrie Way Lane, Houston Texas 77024, as shown on the Preliminary plat dated November 19, 2020 from Probstfeld & Associates.

Sincerely,

David S Mertz

David Mertz

Manager Engineering Design



November 10, 2020

MARIO COLINA, P.E. Probstfeld & Associates 515 Park Grove Drive Katy, Texas 77450

Re: 210 Merrie Way Lane, Houston, TX 77024

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced plat dated November 19, 2020.

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

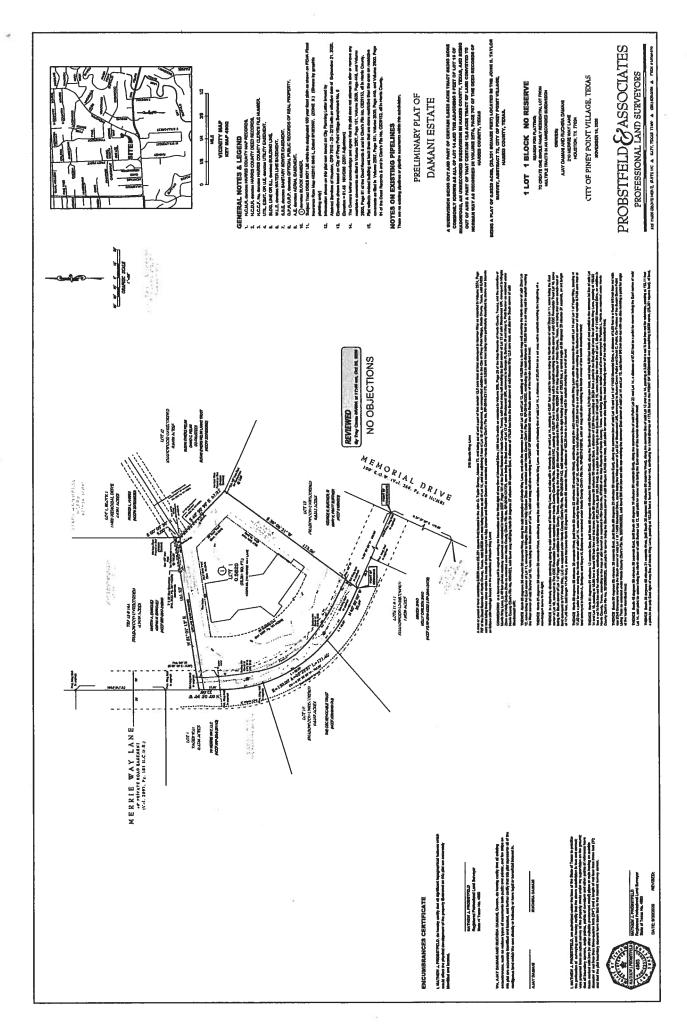
This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

Please feel free to contact me at 713-637-5289 with any questions that you may have.

Sincerely,

Geraldine Medina-Schulz

Planning & Design - Construction, Coordinator



HARRIS COUNTY APPRAISAL DISTRICT REAL PROPERTY ACCOUNT INFORMATION 0806170000014

Tax Year: 2020

Print

	Owner and Property Information										
Owner Name & DAMANI AJAY Mailing Address: DAMANI RUCHIRA 11601 BAYLEDGE DR PEARLAND TX 77584-8189					•	Description:	LT 14 & TR 15A SHADOWOOD U/R 210 MERRIE WAY LN HOUSTON TX 77024				
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborh	hood	Neighborhood Group	Market Area	Map Facet	Key Map ^{i∂}		
A1 Real, Residential, Single- Family	1001 Residential Improved	19,400 SF	3,079 SF	7834		25501	392 ISD 25 - Memorial Villages South of I-10	5057C	490Q		

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	03/31/2020	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2019 Rate	2020 Rate
None	025	SPRING BRANCH ISD		Certified: 08/21/2020	1.320980	
	040	HARRIS COUNTY		Certified: 08/21/2020	0.407130	
	041	HARRIS CO FLOOD CNTRL		Certified: 08/21/2020	0.027920	
	042	PORT OF HOUSTON AUTHY		Certified: 08/21/2020	0.010740	
	043	HARRIS CO HOSP DIST		Certified: 08/21/2020	0.165910	
	044	HARRIS CO EDUC DEPT		Certified: 08/21/2020	0.005000	
	075	PINEY POINT VILLAGE		Certified: 08/21/2020	0.255140	
1	707	MEMORIAL VILLAGES WA		Certified: 08/21/2020	0.027463	
Toyas law prohibits us fo	rom displaying	residential photographs, sketches, floor of	anc or information indication	a the see of a property supper on	arra mahaita Varras	m imamant this

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at HCAD's information center at 13013 NW Freeway.

Va	uati	ion

Valu	e as of January 1, 2019			Value as of January 1, 2020	
	Market	Appraised		Market	Appraised
Land	1,088,340		Land	1,088,340	
Improvement	61,660		Improvement	114,668	
Total	1,150,000	1,150,000	Total	1,203,008	1,203,008

Land

	Market Value Land											
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 Res Improved Table Value	SF1	SF	19,400	1.02	1.00	1.00		1.02	55.00	56.10	1,088,340.00

Building

Building	Year Built	Туре	Style	Quality	Impr Sq Ft	Building Details
1	1952	Residential Single Family	Residential 1 Family	Good	3,079 *	Displayed

^{*} All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above attached garages is included in the square footage living area of the dwelling. Living area above detached garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building E	Data
Element	Detail
Cost and Design	Econ Misimprovement
Cond / Desir / Util	Average
Foundation Type	Slab
Grade Adjustment	В-
Heating / AC	Central Heat/AC
Physical Condition	Average
Exterior Wall	Frame / Concrete Blk
Exterior Wall	Brick / Masonry
Element	Units
Room: Total	8
Room: Rec	1
Room: Full Bath	3
Room: Bedroom	4
Fireplace: Masonry Firebrick	1

1	Building Areas	
	Description	Area
	BASE AREA PRI	3,079
	MAS/BRK GARAGE PRI	565
	OPEN FRAME PORCH PRI	204

Extra Features

_						
L	Line	Description	Quality	Condition	Units	Year Bulit
	1	Foundation Repaired	Average	Average	3,079.00	1952
	2	500 SF MAS PATIO	Average	Average	1.34	1952

Spring Branch ISD Tax Office

C. A. Porter, Tax Assessor - Collector
Physical Address: 8880 Westview Drive, Houston, TX 77055
Mailing Address: PO Box 19037, Houston, TX 77224
Phone: 713 251 7960 Fax: 713 251 9829
www.springbranchisd.com

Property Account Number:

0806170000014

2020 Tax Statement 09/23/2020

TAXSUPPORT V1.19

OWNER NAME AND MAILING ADDRESS

210 MERRIE WAY LN LT 14 & TR 15A SHADOWOOD U/R

DAMANI AJAY
DAMANI RUCHIRA
11601 BAYLEDGE DR
PEARLAND TX 77584-8189

0 Acres

UDI: 100%

Assessment Ratio 100%

LAND VALUE	IMPROVEMENT	NON-HOMESITE	NON-HOMESITE	PERSONAL	APPRAISED	AG VALUE
		LAND	IMPROVEMENT	PROPERTY	VALUE	
0	0	0	0	0	0	0

				The same of the substitution of the same o
Taxing Entitles	Exemption Amount	Taxable Value	Tax Rate Per \$100	Base Tax

TOTAL BASE TAX

0.00

TOTAL BASE PAID

0.00

TAX DUE

Exemptions:

TAXES ARE DUE UPON RECEIPT. TAXES BECOME DELINQUENT ON:

THE HARRIS COUNTY APPRAISAL DISTRICT DETERMINES WHAT PROPERTY IS TO BE TAXED, ITS APPRAISAL VALUE, WHETHER TO GRANT EXEMPTIONS, OWNERSHIP NAME AND ADDRESS, AND WHAT TAXING JURISDICTIONS CAN TAX THE PROPERTY. ANY QUESTIONS REGARDING THIS INFORMATION SHOULD BE DIRECTED TO HCAD AT 713-957-7800.

TEXAS LAW PROVIDES FOR THE ADDITION OF A COLLECTION PENALTY OF 20% ON CERTAIN DELINQUENT TAXES.

Please detach and return this portion with your payment

PAYMENT,

INTEREST & PAY THIS
33.48 FEES AMOUNT

TOTAL 2020 TAXES DUE IF PAID IN:

SEP \$0.00 2020 OCT 2020 \$0.00 NOV 2020 \$0.00 DEC 2020 \$0.00 JAN 2021 \$0.00 FEB 2021 \$0.00

0806170000014

DAMANI AJAY DAMANI RUCHIRA 11601 BAYLEDGE DR PEARLAND TX 77584-8189 **MAKE CHECK PAYABLE TO:**

SPRING BRANCH ISD TAX OFFICE C. A. PORTER, CPA PO BOX 19037 HOUSTON, TX 77224



October 1, 2020

Whom It May Concern:

Please be advised that the name DAMANI ESTATE is not the name of any subdivision recorded in the subdivision records Harris County Texas, as maintained by the Harris County Appraisal District and the Office of Harris County Tax Assessor-Collector.

1) Hernandez.

Office of Ann Harris Bennett Tax Assessor-Collector Harris County, Texas



7500 San Felipe, Suite 1020 Houston, TX 77063 713.589.9000 (OFFICE) 713.231.5028 (FAX)

CITY PLANNING LETTER

GF Number: 7910-20-3216

Date: October 27, 2020

To: City of Piney Point Village

7676 Woodway, Suite 300 Houston, Texas 77063

Title Houston Holdings (Title Company) certifies that a diligent search of the real property records of Title Houston Holdings title plant has been made, as to the herein described property, and as of 8:00 AM on the 20th day of October 2020, we find the following:

Property Description:

A tract or parcel of land containing 0.5820 acres (25,351 square feet) located in the John D. Taylor Survey, Abstract 72, and being out of and a part of that certain 12.6 acre tract of land conveyed to Norman Way as recorded in Volume 2574, Page 707 of the Deed Records of Harris County, Texas, said 0.5820 acre tract being known as all of Lot 14, and the adjoining 5 feet of Lot 15 of Shadowood, an unrecorded addition in the City of Piney Point Village, Harris County, Texas, said 0.5820 acre tract being those same certain two tracts of land conveyed to Ajay Damani and Ruchira Damani as recorded under Harris County Clerk's File No. RP-2019-231178, said 0.5820 acre tract being more particularly described by metes and bounds as follows with bearings based on the centerline of Merrie Way Lane;

COMMENCING at a found mag nail in asphalt marking the intersection of the West right of way line of Memorial Drive, (100 feet in width as recorded in Volume 268, Page 28 of the Map Records of Harris County, Texas), and the centerline of Merrie Way Lane, (a 40 foot private roadway easement as recorded in Volume 2597, Page 181 of the Deed Records of Harris County, Texas), said found mag nail marking the East corner of Lot 12 and Lot 13 of said Shadowood U/R, said found mag nail lying North 24 degrees 10 minutes 00 seconds East, a distance of 170.00 feet from the South corner of said Norman Way 12.6 acre tract, and also the South corner of said Shadowood U/R;

THENCE North 65 degrees 50 minutes 00 seconds West, along the said centerline of Merrie Way Lane, passing at 145.00 feet a found mag nail marking the common North corner of Lot 12 and Lot 11, continuing for a total distance of 180.00 feet to a set mag nail in asphalt marking the West corner of said Lot 13, same being the South corner of Lot 14, said set mag nail also marking the **POINT OF BEGINNING** and the South corner of the herein described tract;

THENCE North 65 degrees 50 minutes 00 seconds West, continuing along the said centerline of Merrie Way Lane, and with a Westerly line of said Lot 14, a distance of 20.49 feet to a set mag nail in asphalt marking the beginning of a non-tangent curve to the right;

THENCE in a Northerly direction continuing along the said centerline of Merrie Way Lane, and also with a Westerly line of said Lot 14, passing at 43.07 feet a point for corner being the common East corner of Lot 11 and Lot 10, passing at 125.67 feet a found mag nail in asphalt marking the North corner of said Lot 10, same being the South corner of Lot 1 of Yager Way, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 655284 of the Map Records of Harris County, Texas, said

non-tangent curve to the right having a radius of 150.00 feet, a central angle of 65 degrees 29 minutes 37 seconds, an arc length of 171.46 feet, (call length 171.40 feet), a chord that bears North 32 degrees 35 minutes 08 seconds West, a distance of 162.28 feet to a found mag nail in asphalt marking the end of curve;

THENCE North 00 degrees 05 minutes 39 seconds West, (call North 00 degrees 22 minutes 00 seconds West), continuing along the said centerline of Merrie Way Lane with the common line of said Lot 14 and Lot 1 of Yager Way, passing at 17.02 feet a point for corner being the North corner of said Lot 14, same being the West corner of Lot 15, continuing for a total distance of 22.08 feet to a set mag nail in asphalt marking the West corner of that certain 0.7438 acre tract of land conveyed to Martin A. Enriquez and Karyn M. Enriquez as recorded under Harris County Clerk's File No. RP-2017-210916, said set mag nail also marking the North corner of the herein described tract;

THENCE North 81 degrees 01 minutes 13 seconds East, (call North 80 degrees 45 minutes 00 seconds East), along the South line of said Enriquez 0.7438 acre tract, and being 5.00 feet North of and parallel to the common lot line of said Lot 14 and Lot 15, passing at 18.60 feet a found 5/8 inch iron rod that bears South 08 degrees 58 minutes 00 seconds East, a distance of 2.90 feet, passing at 20.24 feet a point in the East right of way line of Merrie Way Lane, passing at 158.52 feet a set ½ inch iron rod for reference, continuing for a total distance of 161.52 feet, (call 161.94 feet), to a point for corner lying in the East line of said Lot 15, same being the West line of Lot 1, Block 1 of 11400 Memorial Drive, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 673066 of the Map Records of Harris County, Texas, said point for corner being the South corner of said Enriquez 0.7438 acre tract, said point for corner also being the most Easterly Northeast corner of the herein described tract;

THENCE South 00 degrees 05 minutes 39 seconds East, (call South 00 degrees 22 minutes 00 seconds East), along the common line of said Lot 15 and Lot 1 of 11400 Memorial Drive, a distance of 5.00 feet to a found 5/8 inch iron rod with cap (Civil Concepts) marking the South corner of said Lot 1 of 11400 Memorial Drive, same being the West corner of Lot 22 of Shadowood U/R, said found 5/8 inch iron rod with cap marking the common East corner of said Lot 14 and Lot 15, said found 5/8 inch iron rod with cap also marking a point for angle of the herein described tract;

THENCE South 45 degrees 59 minutes 39 seconds East, (call South 46 degrees 16 minutes 00 seconds East), along the common line of said Lot 22 and Lot 14, a distance of 67.92 feet to a point for corner being the common East corner of said Lot 14 and Lot 13, said point for corner also being the East corner of the herein described tract;

THENCE South 36 degrees 06 minutes 21 seconds West, (call South 35 degrees 50 minutes 00 seconds West), along the common line of said Lot 13 and Lot 14, passing at 3.00 feet a set ½ inch iron rod for reference, passing at 153.11 feet a point in the said East right of way line of Merrie Way Lane, passing at 153.58 feet a found ½ inch iron rod, continuing for a total distance of 173.56 feet to the **POINT OF BEGINNING** and containing 0.5820 acres, (25,351 square feet), of land.

Owner(s) of Record: Ajay Damani and Ruchira Damani

By virtue of Warranty Deed dated May 29, 2019, recorded in Clerk's File No. RP-2019-231178.

Deed Restrictions:

Subject to restrictive covenants as set forth in Volume 2597, Page 181, Volume 2639, Page 448 and Volume 2900, Page 91 of the Deed Records of Harris County, Texas; and in Clerk's File No. C629153.

Easements and other encumbrances:

Easement for street and road purposes, being a 20 foot wide strip of land along the Southwesterly property line, as set forth in Volume 2597, Page 181 of the Deed Records of Harris County, Texas.

Property is subject to the following building setbacks, as established in Volume 2597, Page 181 of the Deed Records of Harris County, Texas:

City Planning Letter October 27, 2020 Page 2 of 4

- (a) No main residence shall be built within 35 feet of the nearest boundary of the private roadways referred to above, within 15 feet of any side property line, nor within 10 feet of any back property line.
- (b) No outbuildings or structures detached from the main residence shall be built on any lot within 90 feet of the nearest boundary of the private roadways hereinabove created or within 90 feet of the North line of Memorial Drive, nor within 5 feet of any side or back property line.

Subject to utility and guy easements along the Northeasterly and Northwesterly property lines, granted to Houston Lighting and Power Company, as set forth in Volume 2623, Page 357 of the Deed Records of Harris County, Texas.

Lien Holder(s):

None of Record

No examination has been made as to abstracts of judgments, state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is used for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Title Houston Holdings, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Title Houston Holdings assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Title Houston Holdings of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Title Houston Holdings assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Title Houston Holdings only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which on the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Title Houston Holdings disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Title Houston Holdings liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability

City Planning Letter

limitation contained in this paragraph is a part of its contract with Title Houston Holdings and will cover all actions arising by statues, in contract, or in tort.

Title Houston Holdings

Latie Preene

Katie Greene

Title Examiner

Updated from 09/21/2020 (KG)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GENERAL WARRANTY DEED

THE STATE OF TEXAS

0000

Riverway Title GF 190244-D

COUNTY OF HARRIS

Hunter S. Reynolds and wife, Laura R. Reynolds ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Grantor by Ajay Damani and Ruchira Damani ("Grantee"), the receipt of which is hereby acknowledged by Grantor, and other good and valuable consideration paid to Grantor by Grantee, the sufficiency of which consideration is hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY to said Grantee, its successors and assigns, all of that certain real property located in Harris County, Texas, more particularly described as:

LOT FOURTEEN (14) AND THE ADJOINING FIVE (5) FEET OF LOT FIFTEEN (15) OF SHADOWOOD, AN UNRECORDED SUBDIVISION IN THE JOHN D. TAYLOR SURVEY, IN HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT ONE: BEGINNING AT THE NAIL IN A 4 INCH BY 4 INCH FOR THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED BY NORMA WAY TO JOHN TAYLOR SINCLAIR, JR., AND WIFE BY DEED DATED JULY 15, 1953, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NUMBER 1157142, SAID BEGINNING POINT BEING ALSO THE MOST SOUTHERN CORNER OF THE OTTO WOESTEMEYER TRACT;

THENCE SOUTH 46 DEGREES, 16 MINUTES, 00 SECONDS EAST, 67.92 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE SOUTH 35 DEGREES 50 MINUTES WEST, 173.56 FEET TO A POINT IN THE CENTER OF MERRIE WAY ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 65 DEGREES 50 MINUTES WEST, ALONG THE CENTER OF MERRIE WAY A DISTANCE OF 20.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE FOLLOWING SAID CURVE TO THE RIGHT, WHICH HAS A RADIUS OF ONE HUNDRED FIFTY (150) FEET, THROUGH A CENTRAL ANGLE OF 65 DEGREES 28 MINUTES, A DISTANCE OF 171.40 FEET TO THE END OF SAID CURVE;

THENCE NORTH 00 DEGREES 22 MINUTES WEST, 17.42 FEET TO A POINT FOR THE MOST WESTERN CORNER OF THIS TRACT:

General Warranty Deed

THENCE NORTH 80 DEGREES 45 MINUTES EAST, 161.94 FEET TO THE PLACE OF BEGINNING, AND

TRACT TWO: BEGINNING AT A NAIL FOUND IN A 4 INCH BY 4 INCH FOR THE SOUTHEAST CORNER OF THE TRACT OF LAND SO CONVEYED TO JOHN TAYLOR SINCLAIR, JR., AND WIFE, ETHEL MAE SINCLAIR, FROM NORMA WAY BY DEED DATED JULY 15, 1953, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERKS FILE NUMBER 1157142, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE FIVE (5) FOOT STRIP HEREIN DESCRIBED;

THENCE SOUTH 80 DEGREES 45 MINUTES WEST, 161.94 FEET TO A POINT IN THE CENTERLINE OF A FORTY (40) FOOT PRIVATE ROADWAY;

THENCE NORTH 00 DEGREES 22 MINUTES WEST, WITH THE CENTERLINE OF SAID ROADWAY, FIVE (5) FEET;

THENCE NORTH 89 DEGREES 38 MINUTES EAST 161.86 FEET PARALLEL TO THE SOUTH LINE TO AN ANGLE IRON FOUND;

THENCE SOUTH 00 DEGREES 22 MINUTES EAST, FIVE (5) FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE TRACT WHICH IS THE PLACE OF BEGINNING.

(the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Ad valorem taxes against the Property for the year 2019 have been prorated between Grantor and Grantee as of the date hereof and Grantee assumes the obligation to pay all of such taxes for such year.

Address of Grantee:

11601 Bayledge Drive

Address of Grantor:

16203 SiWer Sar San Antonio, Th

EXECUTED on this the 29th day of May, 2019.

General Warranty Deed

Laura R. Reynolds

THE STATE OF TEXAS

§ 8

COUNTY OF HARRIS \$

This instrument was acknowledged before me on the and Laura R. Reynolds.

on the 24 May, 2019, by Hunter S. Reynolds

Notary Public Signature

DAMIAN SMITH My Notary ID # 125858357 Expires September 28, 2022

After Recording Return To:

GF# 190264- DS Riverway Title 5 Riverway, Suite 300 Houston, Texas 77056 RP-2019-231178
Pages 4
06/03/2019 02:01 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE 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 stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

OF HARM'S CO

COUNTY CIERK
HARRIS COUNTY, TEXAS

1122029

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

THAT HORMAN WAY, hereinafter called GRANTOR, is the owner of 12.600 acres of land in the John D. Taylor Survey, in Harris County, Texas, being all of that certain 15.63 acre tract described in Deed from C. C. Brown, et ux, to J. T. Rather, Jr., dated February 1, 1944, recorded in Volume 1316, Page 504, Harris County Deed Records, IESS, SAVE AND EXCEPT that certain tract of three (3) acres, more or less, conveyed by J. T. Rather, Jr. and wife, Mary Stokes Rather to Francis J. Miven as evidenced by deed dated March 1, 1944, of record in Volume 1320, Page 76, Harris County Deed Records and Correction Deed dated August 3, 1944, of record in Volume 1337, Page 294, Harris County Deed Records.

AND WHEREAS, the said Grantor has subdivided said 12.600 acre tract into a residential subdivision known as "SHADOWOOD", and is desirous of subjecting said subdivision to uniform building and usage restrictions as a part of the plan and scheme of development of said subdivision and is further desirous of dedicating for the benefit of all owners of tracts in said subdivision, streets or roads for access to the various tracts:

NOW, THEREFORE, KNOW ALL MER BY THESE PRESENTS: That said Grantor does hereby dedicate, for the use and benefit of the owners, their heirs and assigns, of any or all of the sites or tracts in said subdivision the following easements for street and road purposes:

EARMOENT "A" Being a strip of land 40 feet wide, being 20 feet on either side of the following described center has; ESCINNING at a point in the West line of Memorial Drive, said point being N 24° 10' E 170 feet from the South corner of said 12.600 acre tract;
THENCE N 65° 50' W parallel to and 170 feet from the South line of said tract, 200.49 feet to a point of curve of a curve to the right;
THENCE with said curve, whose radius is 150 feet and central angle is 65° 28', 171.40 feet to a point of tangent;
THENCE N 0° 22' W 372.42 feet to a point of curve of a curve to the right;
THENCE with said curve, whose radius is 75 feet and central angle is 90° 00', 117.81 feet to a point of tangent;
THENCE With said curve, whose radius is 75 feet and central angle is 27° 450.33 feet to a point of ourve of a curve to the right;
THENCE with said curve, whose radius is 140.80 feet and central angle is 27° 45', 68.56 feet to a point in the West line of Memorial Drive.

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RAMEMENT "B" Being a tract of land out of said 12.600 acre tract described as follows:

EMOINNING at a point in the West side of Memorial Drive, said point being N 24° 10' F 500 feet from the South corner of said 12.600 acre tract;

THENCE N 65° 50' W 84.02 feet;

THENCE with a curve to the right, said curve being tangent at its beginning point to a line bearing 8 54° 10' W said curve having a radius of 30 feet and a central angle of 300° for a distance of 157.08 feet to a point;

THENCE S 65° 50' E parallel to and 30 feet from the first line above described 84.02 feet to a point in the West line of said Memorial Drive.

THENCE S 24° 10' W with the Westerly line of Memorial Drive 30 feet to the Place of Beginning.

All sites or lots resulting from the subdivision of the above described 12.600 acre tract shall hereafter be conveyed subject to the foregoing easements for streets or readways and subject to the easements and restrictions hereinafter set forth, all of which are in the nature of, and intended as, covenants running with the land as herein provided. By the acceptance of a deed to any site in said subdivision, the Grantee in said deed covenants and agrees that he will not obstruct the private readway hereinabove dedicated, and that he will use it for ingress and egress, and drainage purposes only, and in such a way as not to prevent or interfere with its use for similar purposes by the other owners of any sites in said subdivision.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said subdivision and sites of land therein contained as a high class, restricted district, the following restrictions, covenants, reservations, liens and charges upon the use of said property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf of Grantor conveying said property or any part thereof by appropriate reference to the restrictions, making the same part of such conveyance to all intents and purposes as though incorporated at length, therein; and said restrictions shall be, and are hereby imposed upon each tract or parcel of land in said subdivision for the banefit not only of Grantor, his heirs and assigns, but of each and every purchaser of lands in said subdivision, their heirs and assigns; and said restrictions constitute covenants running with the land and every contract and deed conveying said land or any part thereof shall be conclusively deemed to have been executed, delivered and accepted upon the express conditions, covenants and restrictions herein contained, to-wit:

1.

(1) There is excepted from these covenants and restrictions and none of same shall apply to the following portion of the hereinabove described 12.600 sore tract of land, to-wit:

BEGINNING at the Northwest corner of said 12.600 acre tract; THENCE East with the North line of said 12.600 acre tract 30' to a point for the Northeast corner of this tract; THENCE South parallel to the West line of said 12.600 acre tract 30' to a point for the Southeast corner of this tract; THENCE West parallel with the North line of said 12.600 acre tract 30' to a point in the West line of said 12.600 acre tract; THENCE North with the West line of said 12.600 acre tract; the North with the West line of said 12.600 acre tract 30' to the Place of Beginning.

which said 30' tract of land is reserved out of said restrictive covenants by Grantor for use as a water well site for this subdivision.

- (2) No business house, sanitarium, hospital, salcon, place of public ammsement or entertainment, livery stable, factory, warshouse, duplex, business of any kind (either similar or dissimilar to the sorts hereinabove enumberated) shall be constructed, built, kept or maintained on any site or sites in said subdivision, nor shall any building on any after or sites in said subdivision be used for any such purpose, but shall be used for residence purposes only.
- (3) None of the sites in said subdivision shallever be sold, conveyed, leased, or demised to, or occupied by any person or persons other than of the Caucasian race, except that bone fide servents of any owners of all or any part of said subdivision may occupy servents quarters on said owners' land.
- (4) No garage erected in the subdivision may face or open towards the street or readway on which the lot such garage is situated upon has frontage.
- (5) No trash, ashes, or other refuse may be placed or deposited on any vacant site, or upon any roadway, drive or street in said subdivision.
- (6) No building material of any kind or character shall be placed in any roadway, drive or street, it being distinctly agreed and understood that all building material to be used in the construction of improvements shall be placed, upon delivery, within the property lines of the site or sites upon which the improvements are to be constructed. Furthermore, no building material shall be placed or stored upon any site or sites until the owner thereof is ready to commence construction of improvements, and upon completion of the improvements, all surplus materials shall be promptly removed from the premises.
- (7) No temporary structure, and no garage or outbuildings shall be used as a residence or living quarters except by servants engaged on the premises, or except during the construction period of the main residence, and then only for a period not exceeding six months. No nuisence shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the "Shadowood" Committee hereinafter created, shall be the sole and exclusive judge as to what constitutes a nuisence.
- (8) No sheep, goats, horses, cattle, swine, chickens or livestock of any kind shall ever be kept or harbored on any part of said property, except that bona fide domestic pets may be kept, unless and until such pet or pets shall be determined to be a nuisance by the "Shadowood" Committee as provided in Section Seven above.
- (9) No signs, billboards, posters or advertising devices of any character shall be erected on this property vithout the written consent of the "Shadowood"Committee hereinafter created, and such consent shall be revocable at any time. EXCEPT THAT Grantor or his Agent may place one "FOR SALE" sign on any unsold lot in the addition.

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- (10) No fence, wall, hedge or gas mater shall be placed on any site in said subdivision nearer to the streets or roadways hereinabove dedicated than is permitted for the main residence on such site; except that a fence erected on any site fronting on Memorial Brive may extend to the nearest boundary of such private roadway, provided same conforms to the following provisions with reference to fences on sites fronting on Memorial Drive. No fence, wall or hedge shall be placed on any site in said subdivision fronting on Memorial Drive nearer to Memorial Drive than is permitted for the main residence of such site unless such fence, wall or hedge does not exceed four (4) feet in height and has been approved by the "Shadowood" Committee hereafter created.
- (11) No privy or case pool shall be erected or maintained on any lot in this subdivision and effluent from septic tank may be disposed of in any manner approved by said "Shadowood" Committee, but in no case may such effluent be discharged into any open or surface drainage.
- (12) At such time as Seventy-Five per cent (75%) of the said subdivision be sold, on an area basis, a majority of the then owners may, by vote, appoint or elect a committee composed of three (3) members to be known as the Shadowood Committee. The number of votes of each owner is to be determined on the basis of the proportion which the amount of the land in said subdivision to which the owner holds legal title bears to the whole of said subdivision. For example, if an owner holds legal title to 1.764 acres, he will be entitled to 1.764 votes. The appointment or election of the Shadowood Committee shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then owners of said subdivision, in the Deed Records of Harris County, Texas, and such instrument will serve as sufficient authority for said Committee to:
 - (a) Collect and expand, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
 - (b) Enforce, by appropriate proceedings, these covenants and restrictions.
 - (c) Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of any provision contained herein.
 - (d) Approve or disapprove plans and specifications for improvements in said subdivision submitted to it in accordance with these restrictions.
- (13) Members of said Shadowood Committee may, at any time, be relieved of their portion and substitute members therefore appointed by vote and evidence thereof as above set out. Until such time as said Shadowood Committee has been formed, as above provided for, Grantor specifically reserves unto itself, and any one unto whom it may assign the right, the right to act within the authority granted the Shadowood Committee under these restrictions and covenants.
- (14) Only one single family residence and its usual accessories shall be constructed or permitted on each site or separate parcel of land hereafter conveyed out of said subdivision, but the owner or owners of any of saidsites may subdivide or resubdivide his or their property into smaller sites with the provision of placing or constructing one single family residence and its usual accessories, on each such smaller tract, provided that no such subdivision or resubdivision results in any lot or site containing less than 18,000 square feet.
- (15) No buildings or structures or any additions thereto, or any alterations thereof, shall be erected, renovated, or re-constructed, placed or suffered to remain upon said premises until the Shadowood Committee shall have approved in writing the architect's detailed plans and specifications, which must accurately reflect the size, location, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the location of same with respect to the lot lines, and front and side setback lines, and the outside color scheme to be used on any improvements to be erected in said addition. A true copy of all such plans

and specifications and details shall be lodged permanently with the Shadowood Committee, and any buildings or improvements which are thereafter erected shall conform in detail to such plans and specifications, PROVIDED HOWEVER, that the Shadowood Committee must give its disapproval of such plans and specifications in writing within fifteen (15) days after submission of same or its approval shall be implied.

- (a) The minimum cost of the main residence which may be erected on any site in this subdivision shall be TWENTY TEOURAND AND MO/100 (\$20,000.00) DOILARS. The minimum cost or improvements hereinabove designated refers to the cost of construction at the time this instrument is filed for record and will vary up or down with the changes, if any, of the unit cost of construction in the future; for example, should construction cost at a given date of Ten (10%) per cent less than that prevailing at the time of this instrument, improvements costing \$18,000.00 would satisfy the requirement of \$20,000.00 minimum, whereas should such construction cost have advanced 10%, an \$22,000.00 expanditure would be required to fulfill the \$20,000.00 minimum requirement expressed herein. Grantor specifically reserves the right to increase the minimum requirement herein expressed, on any unsold site or sites in said subdivision.
- (16) No garage or servants quarters shall be erected or placed on any site with roof or outside walls not in harmony with the roof or outside walls of the main residence on the tract.
- (17) The following building line restrictions are hereby imposed on all sites in said subdivision, and Grentor will designate in its deed to each site, the front line of such site for the application of these restrictions:
 - (a) We building shall be built within 50 feet of the boundary line of Memorial Drive.
 - (b) No main residence shall be built within 35 feet of the nearest boundary of the private roadways referred to above, within 15 feet of any side property line, nor within 10 feet of any back property-line:
 - (c) No outbuildings or structures detached from the main residence shall be built on any lot within 90 feet of the nearest boundary of the private readways hereinabove created or within 90 feet of the North line of Memorial Drive, nor within 5 feet of any side or back property line.

Orantor reserves the right to modify the building setback lines herein contained on any unsold sites in said subdivision.

- (18) The main residence on any tract shall face the front line of such tract, and such front line shall be designated by Grantor as hereinabove provided in Paragraph 17 of these restrictions.
- (19) In the event any person acquires title to any two or more adjoining tracts in said subdivision and desires to consolidate my adjoining tracts, or fractions thereof, into one homesite, all of the building setback restrictions herein imposed shall be deemed to apply to such consolidated tracts as if they were one tract. In other words, the building setback restrictions shall be applied with reference to the exterior boundary lines of the tracts so consolidated into one homesite conforming to the provisions of paragraph Fourteen (14) hereof.
- (20) All tracts in said subdivision are hereby subjected to an annual maintenance charge for a period of 25 years, beginning July 1, 1953, for the purpose of creating a fund to be known as the "Maintenance Fund", to be paid by the owners of each and all of the sites in said subdivision, amually, in advance, upon the first day of July of each year, beginning July 1, 1953. Said maintenance charge shall not exceed \$100.00 per acre for

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any one year. The amount of said charge will be determined by the Shadowood Committee during the month next preceding the due date of said charge. Said sums shall be paid to the Shadowood Committee as hereinafter provided and shall be held by it in trust to be expended for any and all of the following: Lighting, improving and maintaining the roadways, collecting and disposing of garbage, ashes and other refuse, employing policemen and watchmen, caring for vacent lots, operating, maintaining, repairing and replacing the water system serving the subdivision, and doing any other thing necessary or desirable in the opinion of the Shadowood Committee to keep the property neat and in good order, or anything which it considers of benefit to the owners and occupants of said subdivision. Grantor agrees to pay the proper proportions of said fund for unsold tracts or sites in said subdivision.

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- (21) These covenants and restrictions shall run with the land, and shall be binding on Grantor, his successors and assigns, and all persons or parties claiming under him, for a period of Twenty-Five (25) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such ten (10) year period the than owners of a majority, on an area basis, of this subdivision shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.
- (22) There is specifically reserved in favor of Grantor, his heirs and assigns, and to and for the use and benefit of public utilities and all present and future owners of property in said subdivision, easements, in, under and on thetraot of land hereinabove dedicated as private roadways, said easements to be for the following purposes only:

Construction, maintenance, operation and repair of drainage ditches, sever lines, gas lines and water lines and such purposes incident thereto to insure the development and use of said property as a residential community.

- (23) No culvert, driveway or drainage structure shall be constructed -in-said-subdivision-until the size, design and location thereof has been approved in writing by the Shadowood Committee.
- (24) Grantor reserves, the right to impose further restrictions and dedicate additional easements and readway right-of-way on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Harris County, Texas, or incorporated in the deed from Grantor conveying the site to be so restricted or subjected to such easement or right-of-way.
- (25) If the Grantor herein, or any of its successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for the Shadowood Committee on their behalf, to prosecute any proceedings at law or in equity against the persons or persons violating or attempting to vicitate any such restriction or ovenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of any owners of sites in said subdivision as their interests may appear.
- (26) Every Grantee accepting any conveyance of any tract or tracts in said subdivision shall be conclusively deemed by such acceptance to agree and consent to all of the within and foregoing restrictions, covenants, essements and reservations and to the maintenance charge hereinabove established, and to secure the payment of said maintenance charge, a vandor's liem is hereby retained against each lot in this subdivision.
- (27) Invelidation of any one of these covenants and restrictions by judgment, court order or other proceedings shall in no wise affect any other of the provisions hereof, which shall remain in full force and effect.

J. T. Rather, Jr. and wife, Mary Stokes Rather, the holders of a lien on the 12,600 acre tract hereinabove referred to hereby joins in the execution of this instrument to evidence their consent and agreement to the imposition of the easements, covenants and restrictions hereby placed on said property and does hereby declare that said liens shall be and are hereby made subject to all of the provisions herein contained. It is agreed by and between the parties hereto and for and on behalf of their heirs and assigns that in the event said lien holders reacquire said 12.600 acre tract, or the unsold portion thereof, by foreolosure or otherwise, then, and in that event, all of the rights powers and reservations herein contained in favor of the said Norman Way shall innure to the benefit of the said J. T. Rather, Jr. and wife, Mary Stokes Rather their heirs and assigns.

RARCUTED this, the 217" day of Come, A. D., 1953.

Norman Way,

THE STATE OF TEXAS:

COUNTY OF HARRIS:

REFORE ME, the undersigned authority, on this day personally appeared NORMAN WAY, known to me to be the person whose name is subscribed to the fore-unification instrument and acknowledged to me that he executed the same for the pur-

. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2774 day of March, A. D.,

Wotary Public in and for Earris County, Texas.

"";''*ò* ' THE STATE OF TEXAS: COUNTY OF HARRIS:

ENORTH OF HARRIS:

EEFORE MS, the undersigned authority, on this day personally appeared

J. T. RATER, JR. and wife, MARY STOKES RATER, 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 the said MARY STOKES RATER, wife of the said J. T. RATER, JR., having been

examined by me privily and apart from her hueband, and having the same fully explained

to her, she, the said MARY STOKES RATER acknowledged such instrument to be her act

and deed, and declared that she had willingly signed the same for the purposes and obscuration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of Army.

AND. 2033.

Notary Public in and for Harris County, Texas.

Filed for Rec	ord Apr. 29 1953, at 10:55	_o'alook	A.1
Recorded _		o'olook	D.1
W. D. MI JER,	Clerk Sounty Court, Harris County, Texas. R. Adams Deputy		•
BY (Phil	R. Ildam S Deputy	٠	

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THE STATE OF TEXAS:

COUNTY OF HARRIS: KNOW ALL MEN BY THESE PRESENTS:

That I, NGRMAN WAY, not joined herein by my wife as the property hereby conveyed constitutes no part of my homestead, of Harris County, Texas, for and in consideration of the sum of TEN AND NO/100(\$10.00) DOLLARS cash, and other good and valuable considerations to me in hand paid by the Grantees hereinafter named, the receipt of all of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and convey unto

JOHN TAXLOR SINCLAIR, JR., and vice WHEL MAE SINCLAIR CITTAGES of the United States of America, residing in Caracas. Venezuela, all that certain tract or parcel of land out of the John D. Taylor Survey in Harris County, Texas, and being out of and a part of that certain 12.6 acre tract of land conveyed by J. T. Rather, Jr., et ux, to Norman Way by Deed dated March 10th, 1953, of record in the office of the County Clerk of Harris County, Texas, under Document File No.1104191; the tract here described being more particularly described as follows, to-wit:

Starting at the Northwest corner of said 12.6 acre tract; Thence North 89° 36 minutes East 319.2 feet, and Thence South 0° 22 minutes East 451.70 feet to the beginning point of the tract here described; said beginning point being in the West Line of that certain tract of land heretofore conveyed to Otto Woestemsyer;

THENCE South 0° 22 minutes East with Woestemeyer's West line 115 feet to a point for the Southeast corner of this tract;

THENCE South 80° 45 minutes West 161.94 feet to a point in the center line of a 40 foot private roadway;

THENCE North 0° 22 minutes West with the center line of said readway, 140 feet to a point for the Northwest corner of this tract;

THEMTE North 89° 38 minutes East 160 feet to the place of beginning.

For the purpose of complying with the Building Line Restrictions contained in instrument filed for record on April 29th, 1953, in the office of the County Clerk of Earris County, Texas, under Document File No.1122029, Grantor hereby designates the West line of the tract of land hereby conveyed as the front line thereof.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, conditions, rights of way and ease-

ments of record, if any, affecting the above described property.

This conveyance is also made and accepted subject to the following restriction on the use of the property hereby conveyed, which said restriction shall be in the nature of a covenant running with the land and inure to the benefit of, and be enforceable by, other owners in the subdivision of which the tract hereby conveyed is a part, to-wit:

No out-building detachable from the main residence may be constructed on any portion of the property hereby conveyed. Any garage or servants quarters constructed in connection with the main residence, must be attached to and made a part of said main residence.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever, and Granter does hereby bind himself, his heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the title to said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED at Houston, Texas, this the 15th day of July A. D.

1953.

Norman Way

THE STATE OF TEXAS: COUNTY OF BARRIS:

BEFORE ME, the undersigned authority on this day personally appeared MCRMAN MAY, 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 considerations therein expressed.

OLYEN under my hand and seal of office this the

day of July A. D. 1953.

Mr. L. E. James Notary Phillie Harris Co.



Filed for Record Que, 30/953, at 4:00 o'clock & .M.

Recorded Synt 30/953, at 10:33 o'clock & .M.

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY Slave L Male Deputy

Filed for Record

W. D. MILLER, Clerk County Court Harris County, Texas

, at 10:12 o'clock RM.

By Ruline Mokingur Deputy

1382790

THE STATE OF TEXAS (COUNTY OF HATRIES A

The state of the

KNOW ALL MEN BY THESE PRESENTS:

. THAT we, John Teylor Sinclair, Jr. and wife, Ethel of Harris County, Texas, for and in consideration (the sum of Ton Dollars (Sig. 60) cash, and other good and volumble considerations to us in hand paid by the Grantecs hereinafter named; the receipt of all of which is hereby acknowledged,
have Channed Soud And Conversed, and by these presents do Chan
all and Conversed and by these presents do Chan
all and Conversed and wife, Milm Mertin, 1996
cot strip of Lend in Harris County, Terris off the South and
the conveyed by Mormon Way to John Taylor Singlair, Jr. Ribel Mae Sincloir, dated July 17, 1953, of a Maid Transl Mas Sunday Clerk of Houris County, Texas, under the County Clerk of Houris County, Texas, under the File No. 11571426 the track beneated corner of the track of

ENDEADED FOR A PROOF BOTH TO SOUTH A SOUTH AND THE SOUTH A

Thence South 600 45 min. West 161.94 feet to a point in the center line of a 40 feet private resourcy;

Thunce North of 22 min. West with the center line of soid recovery, 5 feets

Things North 89° 38 min. East 161.83 feet parallel to the South Line;

THENCE South 0° 22 min. East 5 feet to a point for the Southeast corner of the tract which is the place of ERGINATURE.

For the purpose of complying with the building Line Restrictions contained in instrument filled for record on April 29, 1953, in the Office of the County Clerk of Hazris County, Toxas, under Document File No. 1122029, Grantors heroby designate the West line of the treet of land hereby conveyed as the front line thereoff a

indicated the street of them, appending the fore describing

This consequent to also made and appended sillout her the following restriction on the use of the property house, density density of the property house, ed, which said restriction shall be in the nature of a commant rounding with the land and inure to the benefit in, and he endoubtable by, other courses he the solutiveless of which tract hereby conveyed is a part, to-sait:

may be constructed on any postern of the property hereby conveyed.

Any garage or servents quarters constructed in connection with the main residence, must be attended to and made a part of said main residence.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and apportenences thereto
in anywice belonging unto the sold Grantees, their heirs and
assigns forever, and Grantees do hereby bind themselves, their
heirs, executors and administrators, to Warrent and Frantee Madend,
all and chapular, the little to said premises, unto the sold Grantees,
their beirs and applicate, applicat every person chancement lawfully
claiming, or to claim the ages or any part thesend,

- SECRETAR At House on Tender, 1965 5 Out of Pelevery,

A.D., 1958.

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THE STATE OF TEXAS COUNTY OF HARRIS

BEFURE M!, the undersigned authority, on this day personally appeared John Taylor Sinclair, Jr., 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this & day of February, A. D., 1955.

Notary Hoblic, Harris County, Texas.

THE STATE OF TEXAS

٠,

EEFCR2 ME, the undersigned authority, on this day personally appeared Ethel Mae Sinclair, wife of John Taylor Sinclair, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ethel Mae Sinclair, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of February, A. D., 1955.

Notary Public, Harris County, Texas.

Recorded Total Ly, 1955 at 10:15 o'clock RM.
W. D. MILLER, Clerk County Court, Harris County, Texas

Park C629153

BEC-20-67 2778 0 2 - C 629153 LS D PB

4.50

CORRECTION WARRANTY DEED

DEED RECURDS NOL 7028 PAGE 620

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT we, JOHN TAYLOR SINCLAIR, JR. and wife, ETHEL MAE

SINCLAIR, of Harris County, Texas, for and in consideration of
the sum of Ten Dollars (\$10.00) cash, and other good and valuable considerations to us in hand paid by the Grantees herein
named, the receipt of all of which is hereby acknowledged, have
GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL
and CONVEY unto J. A. MARTIN and wife, HILMA MARTIN, a 5 footstrip of land in the John D. Taylor League in Harris County,
Texas, off the South end of the land conveyed by Norman Way to
John Taylor Sinclair, Jr. and wife, Ethel Mae Sinclair, dated
July 17, 1953, of record in the Office of the County Clerk of
Harris County, Texas, in Volume 2639, Page 448 of the Deed Records; the tract herein conveyed being described more particularly
as follows, to-wit:

4,50 pm

BEGINNING at the Southeast corner of the tract of so conveyed to John Taylor Sinclair, Jr. and wife, Ethel Mae Sinclair from Norman Way by deed dated July 17, 1953, of record in the Office of the County Clerk of Harris County, Texas, in Volume 2639, Page 448 of the Deed Records, said point also being the Southeast corner of the 5 foot strip herein conveyed;

THENCE South 80° 45' West 161.94 feet to a point in the center line of a 40 foot private roadway;

THENCE North 0° 22' West with the center line of said roadway, 5 feet;

THENCE North 80° 45' East 161.86 feet parallel to the South line;

THENCE South 0° 22' East 5 feet to a point for the Southeast corner of the tract which is the place of BEGINNING.

For the purpose of complying with the Building Line Restrictions contained in instrument filed for record on April 29, 1953, in the Office of the County Clerk of Harris County, Texas, under Document File No. 1122029, Grantors hereby designate the West line of the tract of land hereby conveyed as the front line thereof.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, conditions, rights of way and

DEED RECORDS NOL 7028 PAIR 621

easements of record, if any, affecting the above described property.

This conveyance is also made and accepted subject to the following restrictions on the use of the property hereby conveyed, which said restriction shall be in the nature of a covenant running with the land inure to the benefit of, and be enforceable by, other owners in the subdivision of which tract hereby conveyed is a part, to-wit:

No out-building detachable from the main residence may be constructed on any portion of the property hereby conveyed, Any garage or servants quarters constructed in connection with the main residence, must be attached to and made a part of said main residence.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever, and Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever Defend, all and singular, the title to said premises, unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

This is a correction deed given in correction of that certain deed from the grantors herein to the grantees herein dated

February 8, 1955, recorded in Volume 2900, Page 91 of the Deed

Records of Harris County, Texas, wherein the next to last call erroneously reads "Thence North 89° 38 min. East".

EXECUTED at Houston, Texas, this 8th day of February, A.D.

1955.

Jho Soph Sinker Jon

John Taylor Sinclair, Jr.)

(Ethel Mae Sinclair)

UBb-32-1

THE STATE OF TEXAS

COUNTY OF HARRIS

DEED RECURDS VOL 7028 IME 622

BEFORE ME, the undersigned authority, on this day personally appeared JOHN TAYLOR SINCLAIR, JR., 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.

GIVEN under my hand and seal of office, this 164 day of December, 1967.

Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ETHEL MAE SINCLAIR, wife of JOHN TAYLOR SINCLAIR, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and having been by me examined privily and apart from her husband, and having the same fully explained to her; the said ETHEL MAE SINCLAIR acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, this 160 day of December, 1967.

Notary Public in and for Harris County, Texas,

M. H. Lynch

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

March 10, 2021

BURTNER GEORGE R III 202 MERRIE WAY LN HOUSTON, TX 77024-7435

To Whom It May Concern:

On behalf of our client, AJAY DAMANI AND RUCHIRA DAMANI, we respectfully invite you to join the Planning and Zoning Commission's hearing at 7:00 P.M. on MARCH 25, 2021, now being held online, using Zoom Meeting Platform. We are seeking approval for the following:

PRELIMINARY PLAT OF DAMANI ESTATE

A SUBDIVISION BEING OUT AND PART OF CERTAIN 0.5820 ACRE TRACT BEING MORE COMMONLY KNOWN AS LOT 14 AND THE ADJOINING 5 FEET OF LOT 15 OF SHADOWOOD, AND UNRECORDED SUBDIVISION IN HARRIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THAT CERTAIN 12.6 ACRE TRACT OF LAND CONVEYED TO NORMAN WAY AS RECORDED IN VOLUME 2574, PAGE 707 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS

BEING A PLAT OF 0.5820 ACRE (25,351 SQUARE FEET) LOCATED IN THE JOHN D. TAYLOR SURVEY, ABSTRACT 72, CITY OF PINEY POINT VILLAGE, HARRIS COUNTY, TEXAS.

I LOT I BLOCK NO RESERVE

REASON FOR PLATTING:
TO CREATE ONE SINGLE FAMILY RESIDENTIAL LOT FROM
MULTIPLE TRACTS IN AN UNRECORDED SUBDIVISION

HCAD: 0806170000014 AT: 210 Merrie Way Lane, Piney Point Village LGL: LT 14 & TR 15A, Shadowood U/R

You're welcome to join the virtual meeting via the link or by phone as follows:

Join Zoom Meeting

https://us02web.zoom.us/j/81009152807?pwd=UFpGMFVBRDhBa1phL3RhYW9uQm1Vdz09

Meeting ID: 810 0915 2807

Passcode: 526833 One tap mobile

+13462487799,,81009152807#,,,,*526833# US (Houston)

+16699006833,,81009152807#,,,,*526833# US (San Jose)

Dial by your location

515 PARK GROVE DRIVE ▲ SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

- +1 346 248 7799 US (Houston)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 312 626 6799 US (Chicago)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)

Meeting ID: 810 0915 2807

Passcode: 526833

Find your local number: https://us02web.zoom.us/u/kbOYLXFRyM

Please find attached a copy of the PRELIMINARY PLAT. If you have any questions or concerns, please feel free to contact me at 281.829.0034 or if you need virtual meeting link sent to you via email, please send me an email at mario@probstfeld.com.

Sincerely.

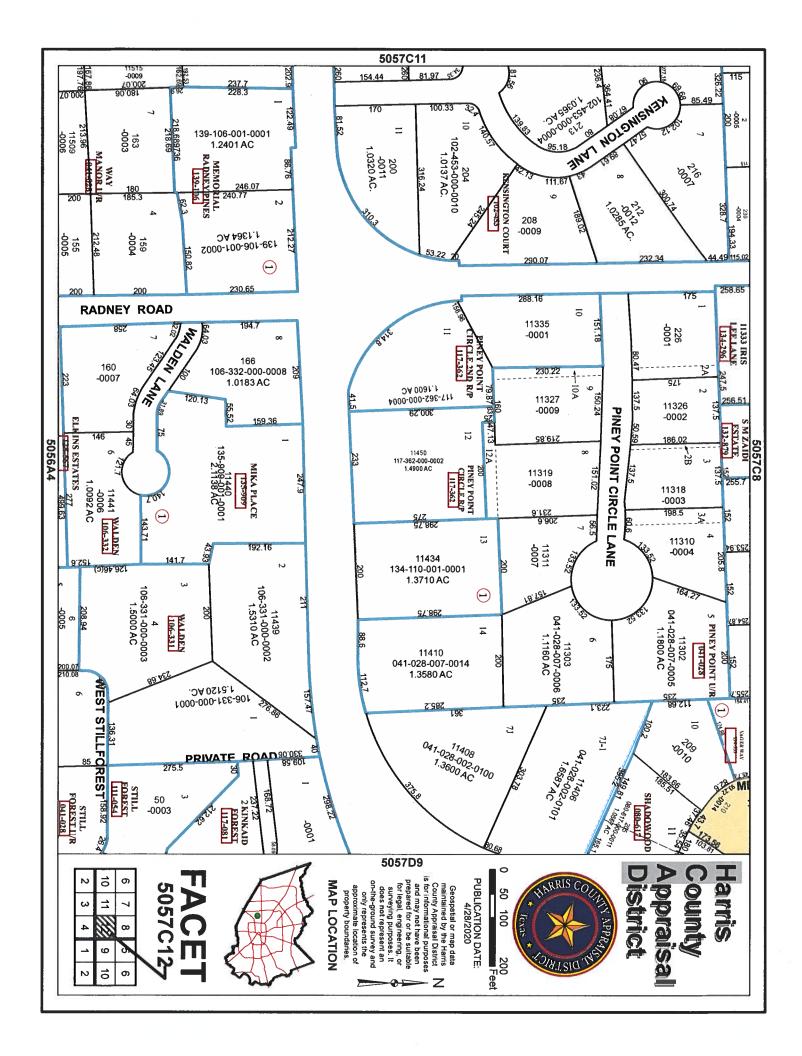
MARIO F. COLINA, P.E. Probstfeld & Associates, Inc.

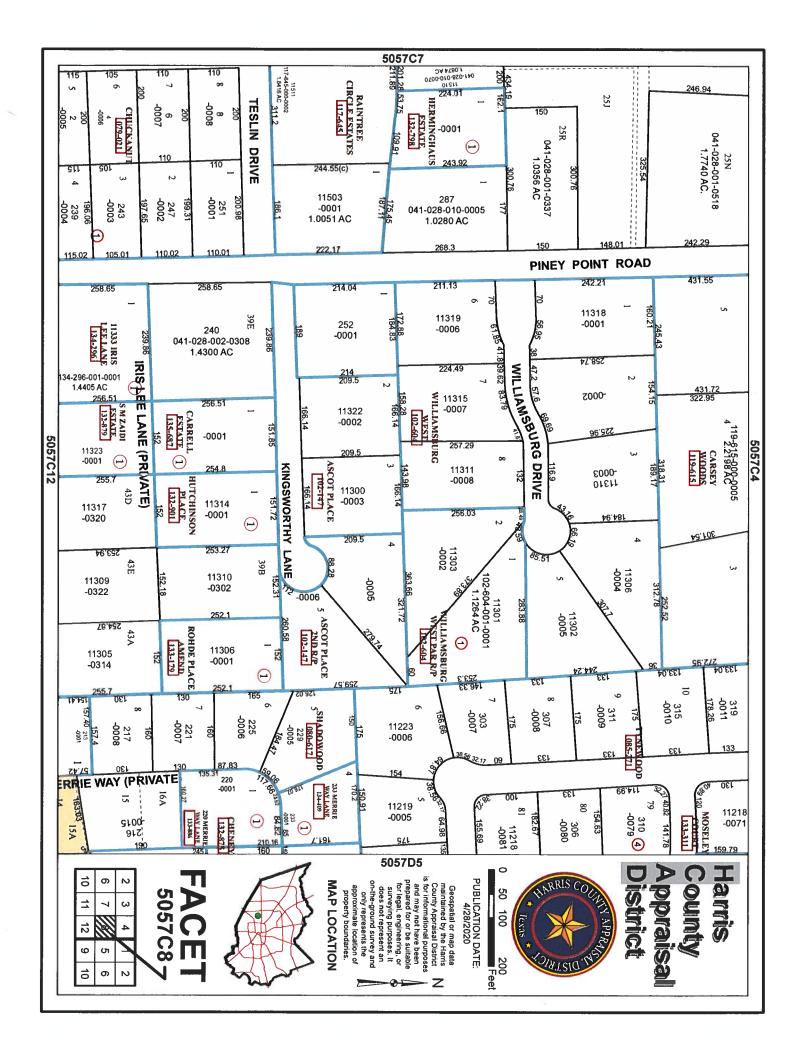
Attachments: Copy of PRELIMINARY PLAT

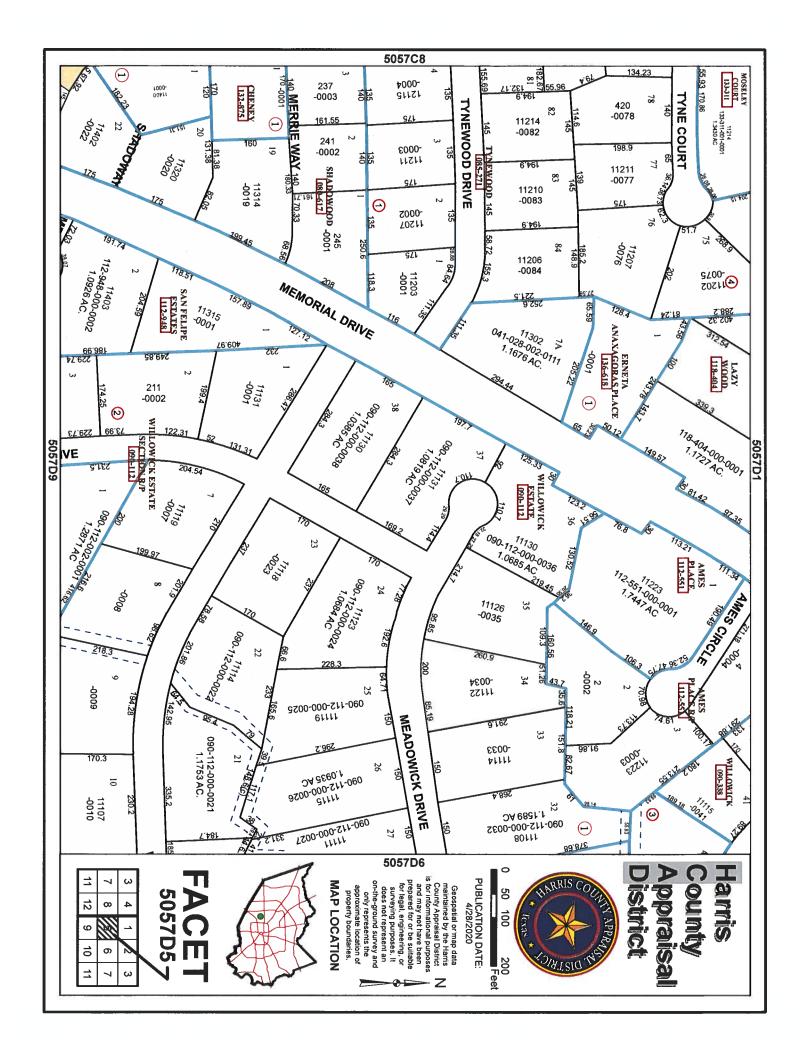
A copy of the plat and all required items are on file at the City of Piney Point Village and will be available for review by March 19th at City's website.

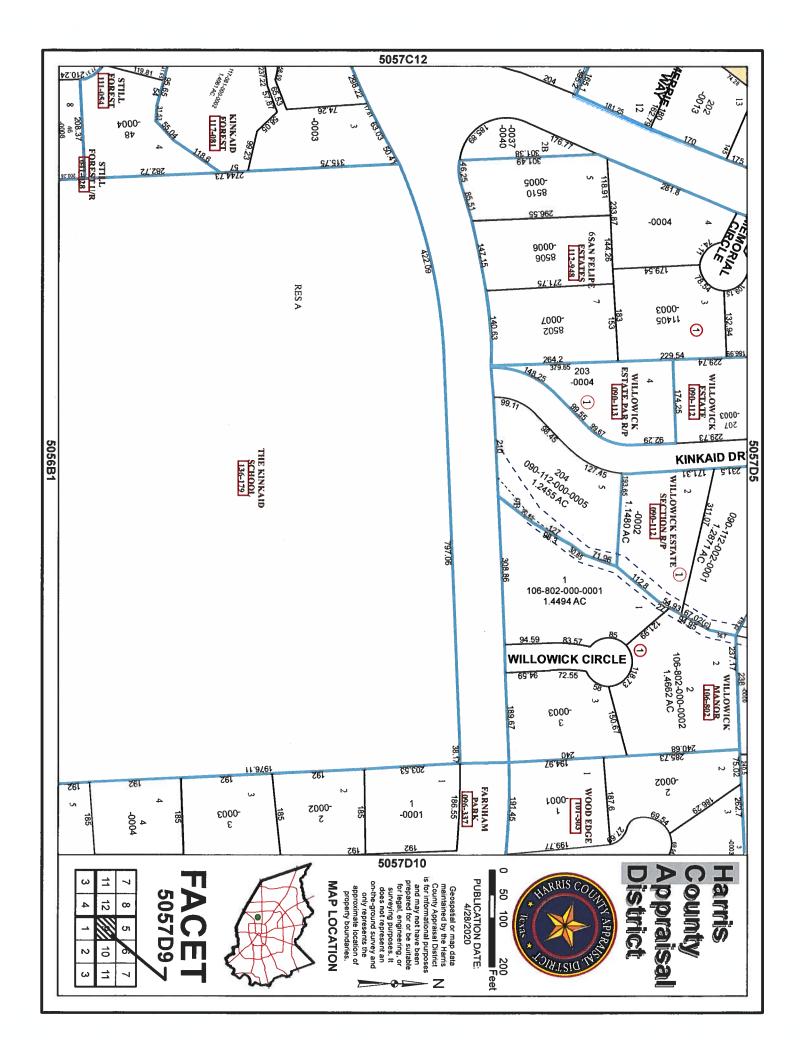


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