



**DEED RESTRICTIONS:
MEADOWCREEK VILLAGE
SECTION ONE**

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Filing date:	File number:	Volume:	Page:	Record:
		2205	62	Deed Records

RESTRICTIONS OF REPLAT AND EXTENSION OF
MEADOWCREEK VILLAGE, SECTION 1

1.

All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than the one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2.

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Robert W. Clemens, Harry Grogan and Robert Fasullo and John E. Cashman, or by a representative designated by a majority of the members of said committee. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or of no suit to enjoin the erection of such building has been commenced prior to completion thereof, such approval will not be required and the related covenants shall be deemed to have fully complied with. Neither the members of the said committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and so its designated representative, shall cease on and after January 1, 1960. Thereafter their approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owner of a majority of the lots in this subdivision and duly recorded in the Deed Records of Harris County, Texas, appointing a representative, who shall thereafter exercise the same powers previously exercised by said committee.

3.

No building shall be placed nearer to the front lot line or nearer to the side street than the building setback lines shown on the recorded plat. No building erected upon a residential building plot, except a detached garage located seventy (70) feet or more from the front lot line, shall be located nearer than five (5) feet to any inside lot line.

4.

No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any building plot having an area of less than six thousand (6000) square feet or a width of less than sixty (60) feet at the front building set back line shown on the recorded plat; except as to Lots Nos. Two (2), Three (3), and Nine through Fourteen (14), in Block One (1); Lots Nos. Thirty Three (33) through Thirty-seven (37) in Block Three (3); Lot Ten (10) in Block Five (5); Lots Nos. Eight (8), Nine (9), Ten (10) and Twenty-One (21) in Block Seven (7), there shall be no

resubdivision into a building plot having an area of less than six thousand (6000) square feet or a width of less than fifty-five (55) feet at the front building set back line as shown on the recorded plat.

5.

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

6.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract 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.

7.

The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than seven hundred (700) square feet in the case of a one-story structure nor less than five hundred fifty (550) square feet in the case of one-half or two-story structure.

8.

No fence of any description shall be located nearer to the front line of any lot than the building setback line shown on the recorded plat.

9.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

10.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11.

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

12.

Easements for public utility installation and maintenance as shown on the recorded plat and contained in the dedication thereof, are hereby reserved for drainage purposes and for pipe line rights-of-way, all as shown on the recorded plat and contained in the dedication thereof, or hereby reserved.

13.

If the parties hereto, of any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other dues for such violation. However, the undersigned owners of the subdivision, their heirs, successors or assigns, shall be under no obligation to enforce these restrictions or any modification thereof.

14.

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

15.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in said addition agreeing to change said covenants in whole or part is recorded in the Deed Records of Harris County, Texas.

IN TESTIMONY WHEREOF, MEADOWCREEK VILLAGE CORPORATION has caused this instrument to be executed by its duly authorized officers this 24th day of November, 1950.

[Amendments follow]

MEADOWCREEK VILLAGE, SECTION ONE, in addition to the City of Houston, Harris County, Texas, as per map filed for record under County Clerk's File No. 817643, do hereby amend and supplement the restrictions set forth in that certain instrument executed by MEADOWCREEK VILLAGE CORPORATION and recorded in Volume 2205, Page 62 of the Harris County Deed Records, as follows:

Section 7 of the restriction instrument above referred to is hereby annulled and in place thereof the following is substituted:

"All main residence structures upon lots in Blocks Nos. One (1), Two (2), Four (4), Five (5), Six (6), and Seven (7) and upon Lots Nos. Twenty-six (26) through Thirty-eight (38) inclusive in Block No. Three (3) shall have a minimum habitable floor area of not less than eight hundred fifty (850) square feet in a one story residence, and not less than seven hundred fifty (750) square feet on the first floor in a two story residence.

All main residence structures located on Lots in Block No. 3, except those on Lots Nos. Twenty-six (26) through Thirty-eight (38) inclusive, shall have a minimum floor area of not less than one thousand (1000) square feet in a one story residence, and not less than nine hundred (900) square feet on the first floor in a two story residence.

This minimum floor area shall not include the area of any open or screened porches, driveways, car ports or garages."

Section Eight of said instrument shall be amended to read as follows:

"No fences of any description shall be built or maintained on any lot nearer to the front property line than the building set back line shown on the recorded map of the addition; and where the front wall of the main residence does not extend to the front set back line shown on the recorded plat, no fence shall be erected or maintained nearer the front property line of the front wall of the residence without written permission of the building committee set up under Section Two herein. In no event shall any fence exceeding five feet in height be erected or maintained on any lot."

The following provision shall be added to the restriction instrument referred to above:

"No radio transmission set or device shall be used or operated upon any lot in the subdivision.

No radio transmission or television aerial, pole, tower or like structure framework or device, which extends more than ten (10) feet above the uppermost roof line of the main residence, shall be erected on any lot or attached to any building thereon"

The foregoing provisions shall be considered as though incorporated in the original instrument in Volume 2205, Page 62 of the Harris County Deed Records, and shall remain in force and be subject to extension as provided in said original restriction instrument, i.e. the extension of the original restrictions as provided in said instrument shall automatically extend the term of the provisions contained herein.

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