



**DEED RESTRICTIONS:  
MEADOWCREEK VILLAGE  
SECTION TEN**

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				Deed Records

RESTRICTIONS OF REPLAT AND EXTENSION OF  
MEADOWCREEK VILLAGE, SECTION 10

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

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1.

All lots shown on the map of said subdivision shall be used for residential building purposes only and are hereafter sometimes known as residential building plots. 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 three cars.

2.

There is hereby created and Architectural Control Committee which shall be composed of three (3) members. The initial members shall be ROBERT W. CLEMENS, D. J. BOLMAN, and WILLIAM C. THOMPSON, each of whom shall serve until his successor is named. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time the then record owners of a majority of the residential lots in the subdivision shall have power to change the membership of the committee, to withdraw any powers and duties created hereunder, by the execution of an instrument duly acknowledged and duly recorded in the Deed Records of Harris County, Texas.

The committee's approval or disapproval of any matter herein provided for shall be in writing. If the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to, or, in any event, if no suit to enjoin the construction under any plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

3.

No building shall be erected, placed, or altered on any residential building site until the plans and specifications therefor, and a plot plan of the building site showing the location of all buildings and sidewalks to be erected thereon, have been approved by the Architectural Control Committee. This approval shall include the quality of workmanship and materials, harmony of external design with existing structures and location of building with respect to topography and finish grade elevations.

4.

No building shall be located on any building nearer to the front lot line or to the side street than the minimum building set back lines shown on the recorded map of the subdivision, or within five (5) feet of an interior property line. For the purpose of interpreting this provision, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to overhang or encroach upon another building site. Detached garages located on the rear portion of any lot may be built with three (3) feet of any side lot line, except in those instances where the location of the garage in such manner would violate a dedicated easement.

5.

No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any residential building plot having an area of less than eight thousand (6000) square feet or a width of less than Fifty-five (55) feet at the front building set back line shown on the recorded plat.

6.

No noxious or offensive trade or activity shall be carried on upon any residential building plot nor shall any thing be done thereon which may become an annoyance or nuisance to the neighborhood.

7.

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.

8.

The living area of any main residence building exclusive of porches, garages, storage rooms and/or servants quarters shall not be less than One Thousand Eight Hundred (1800) square feet of usable floor space.

9.

Exterior walls of all main residential building shall be constructed with not less than Fifty-one percent (51%) brick. In computing this percentage, all gables, windows and door openings shall be excluded from the required area.

10.

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. No fence shall have a height in excess of Six feet (6'0") unless approved by the Architectural Control Committee.

11.

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

12.

No sign of any kind shall be displayed to the public view on any lot except one 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.

13.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, no 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.

14.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and the such material shall be placed within the property line of the lots, or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property lines.

15.

Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, METROPOLITAN LUMBER AND SUPPLY CO. may at its option may have the grass, weeds, and vegetation cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

16.

Easements for public utility installation and maintenance as shown on the recorded plat and contained in the dedication thereof, are hereby reserved.

17.

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 so doing, 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.

18.

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.

19.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 30, 1987, 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 owners of the lots in said addition agreeing to change said covenants in whole or parts is recorded in the Deed Records of Harris County, Texas.

IN TESTIMONY WHEREOF, METROPOLITAN LUMBER & SUPPLY CO. has caused this instrument to be executed by its duly authorized officers, this 5<sup>th</sup> day of August 1957.

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