



**DEED RESTRICTIONS:
MEADOWCREEK VILLAGE
SECTION TWELVE**

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RESTRICTIONS OF REPLAT AND EXTENSION OF
MEADOWCREEK VILLAGE, SECTION 12

THE STATE OF TEXAS §
 KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

That I, Frank D. Barringer, Trustee, Owner of Lots 1 through 6, Block 1, Lots 1 through 21, Block 2, Lots 1 through 10, Block 3, Lots 1 through 3, Block 4, Lots 1 through 15, Block 5 and Lots 1 through 6, Block 6, Replat and Extension of Meadowcreek Village, Section 12, a subdivision In Harris County, Texas, according to the map of record in Volume 143, page 6, Map Records of Harris County, Texas, to which reference is here made for all purposes, hereby declare that all conveyances of said lots shall be subject to the following restrictions, covenants, easements and conditions, which are hereby imposed on said lots.

1.

No lot or any part thereof shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed three and one-half stories in height and a private garage for not more than four cars.

The term "lot" and or "residential lot" as used herein shall mean each separate lot described in the first paragraph hereof and or any combination thereof in common ownership and meeting the minimum qualifications set forth in paragraph 4 hereof; provided that the lots described in the first paragraph hereof and parts thereof meeting the minimum qualifications set forth in paragraph 4 hereof, to the extent the same are owned by the present owner and or builders, shall be deemed to be separate lots for purposes hereof.

2.

No building or structure shall be erected, placed, altered, added to or modifies on any residential lot in this subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing as to quality of materials and workmanship, conformity and harmony of external design with existing or proposed structures in the subdivision, and as to location of them with respect to topography and finished ground elevation, by a committee composed of FRANK D. BARRINGER, ALDEN KIMMEY AND D. A. KIMMEY, or by a representative designated by a majority of the members of the committee. Neither members of the committee nor their designated representatives shall be entitled to any compensation for services performed hereunder and members of the committee and their designated representatives may resign at any time. In the event of the death or resignation of any member or members of such committee at any time and from time to time, the remaining member or members shall have full authority to designate a successor or successors who shall have the same powers as his or their predecessors on the committee.

In either of the following events: (a) at any time prior to ten (10) years from date hereof, if any or all members of the committee shall die or resign and the remaining member or members, if any, fail or refuse within a reasonable time to designate a successor or successors, and or (b)

at any time and from time to time after ten (10) years from date hereof for any reason, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

All building plans, specifications and plot plans submitted to the committee shall be submitted in writing and either delivered in person or by registered U.S. mail addressed to the above named members of the committee or to their successors at 413 Pennsylvania, South Houston, Texas, or to such other address as may be designated from time to time by the committee, and all approvals or disapprovals by the committee shall be in writing.

3.

No building or structure shall be located nearer to the front line or nearer to the side line than the building setback lines shown on the recorded plat. In any event, no building or structure shall be located on any residential lot nearer than 20' to the front line nor nearer than 10' to any side street line. No building or structure except a detached garage or other outbuilding located 60' or more from the front line shall be located nearer than 5' to any side lot line. No fence shall be constructed beyond the front building line of any residence.

4.

No dwelling shall be erected or placed on any lot unless the lot has a width of 60' at a minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

5.

No noxious or offensive activity shall be carried or permitted upon any lot nor shall anything be done or permitted which may be or become an annoyance or nuisance.

6.

No trailer, tent, shack, garage or barn erected or permitted on any lot shall at any time be used as a residence, temporarily or permanently. No structure of a temporary character shall be used as a residence temporarily or permanently. No house or residence may be moved on to a residential lot.

7.

The ground floor area of the main structure, erected on Lots 1, 2, 3, 4, 5, Block 6, and Lots 1, 2, 3, Block 1, exclusive of one story open porches and garages, shall be not less than 1800 square feet in the case of one story structure, nor less than 1200 square feet in the case of one and one-half, two and two and one-half story structures; the ground floor area of the main structure, erected on Lots 1, 2, 3, 4, Block 2, Lots 1, 2, 3, Block 4, Lots 18, 19, 20, 21, Block 2, Lot 6, Block 6, Lots 10, 11, 13, 14, 15, Block 5, exclusive of the one story open porches and garages, shall not be less than 2000 square feet in the case of one story structure, nor less than 1400 square feet in the case of one and one-half, two and two and one-half story structures; the ground floor area of the main structure, erected on Lots 4, 5, 6, Block 1, Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Block 5, and Lot 12, Block 5, exclusive of the one story open porches and garages, shall be not less than 2200 square feet in the case of one story structure, nor less than 1500 square feet in the case of one and one-half, two, and two and one-half story structures.

8.

Easements are reserved as shown on the recorded plat for utility installation and maintenance and in addition to the ground easements shown on the recorded plat, an unobstructed aerial easement 5 feet wide from a plane twenty feet from the ground upward adjacent thereto is hereby reserved for public utility installation and maintenance, together with all the rights of ingress and egress to or from right-of-way for the purposes of construction, inspection, repairing, maintaining, and removing of said lines.

9.

Outside toilets, septic tanks and disposal plants may not be built or maintained on any lot.

10.

All houses in said subdivision shall have not less than 75% masonry over exterior walls.

11.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by the developer and or builders to advertise the property during the construction and sales period, and or signs designating dead end streets, street names, and traffic control signs.

12.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall 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 on any lot.

13.

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

14.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15.

Except as otherwise provided herein regarding street intersections under #16, planting, fences, or walls installed by the present owner of the subject property shall be maintained throughout the entire length of such areas by the subsequent owner or owners of the lots at their own expense, to form an effective screen for the protection of the residential area.

16.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

17.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of THIRTY years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18.

Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19.

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

20.

The present owner and or builders may erect, maintain, use and remove one or more field offices for the sale of lots in the subdivision and or for use in connection with construction in the subdivision provided such field offices are maintained in a neat and orderly manner.

21.

Texas National Bank of Commerce of Houston, Trustee, and William R. Parker, Jr., Trustee, Charles Thomas Parker, Trustee, B. K. Parker, Jr., Trustee, and C. L. Yaws, Trustee, being the owners and holders of liens upon and against portions of the subject property, do hereby join with the owner in the execution of this instrument for the purpose of consenting to the restrictive covenants set forth herein, and for the purpose of subordinating their said liens to the provisions of this instrument.

EXECUTED this the 17th day of February, 1967.

<SIGNATURES>

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