

services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1960. Thereafter the 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 owners of a majority of the lots in this subdivision and duly recorded in the Deed Records of Harris County, Texas, appointing a representative, or representatives, 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 line 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 residential 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 Seventeen (17), Eighteen (18), and Nineteen (19) in Block Seventeen (17), 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 setback line as shown on the recorded plat.

5.

No noxious or offensive trade or activity shall be carried on upon any residential building plot 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 erected upon any residential building plot shall be not 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 a one and one-half or two-story structure. This minimum floor area shall not include the area of any open or screened porches, driveways, car ports or garages.

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 residential building plot, except cat, dogs, 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 residential building plot 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 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 upon any lot.

12.

No radio transmission set or device shall be used or operated upon any residential building plot in the subdivision. No radio 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 residential building plot or attached to any building thereon.

13

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

14.

If the parties hereto, or 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.

15.

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.

16.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1977, 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 in 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 17th day of November, 1952.

<SIGNATURES>

#####