

DEED RESTRICTIONS: MEADOWCREEK VILLAGE SECTION THREE

This information is provided as a service by Meadowcreek Village Civic Club, Inc. It is the best transcription we can provide via the Internet. It has been checked for accuracy, but it is not an official document. If you need a certified copy of these deed restrictions, contact the Office of the County Clerk in Harris County, Texas.

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

RESTRICTIONS OF REPLAT AND EXTENSION OF MEADOWCREEK VILLAGE, SECTION 3

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 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 the above named owners, or by a representative designated by a majority of the members of said committee. In the event said committee, or its designated representative, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and the related covenants shall be deemed to have been fully complied with. Neither the members of said committee, nor its designated representative, shall be entitled to any compensation for 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, 1980. 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 owners of a majority of the lots in this subdivision and duly recorded in the Deed of Records of Harris County, Texas, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercises 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 plot. No building except, a detached garage located sixty (60) feet or more from the front lot line, shall be located nearer then five (5) feet to any inside lot or any rear 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 plot; except as to Lots Twenty Seven (27), Twenty Nine (29) and Thirty One (31) in Block Twenty Four (24); Lots Eight (8), Nine (9) and Ten (10) in Block 19, there shall be no resubdivision into a building plot having and 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 plot.

No noxious or offensive trade or 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 in the case of 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. No fence of any description shall be located nearer the front line of any lot than the building setback line shown on the recorded plot.

8.

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 purpose.

9.

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

10.

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

11.

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

12.

Protective screening consisting of a 6' high chain link fence, along the property line, in the easement between the residential area and the acreage at the rear of Blocks 20 and 25 and 10 - 2 year-old vines planted for each 100', both to be erected and planted by the sponsors.

13.

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 property 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 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 tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

15.

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 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 and such covenant and either 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.

16.

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

17.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1980, 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 of Records of Harris County, Texas.

######